

Robert J. Poole

TOWN COUNCIL AGENDA
MICROSOFT "TEAMS" MEETING
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 6, 2020

2020 OCT -1 P 12:11

TOWN CLERK
EAST HARTFORD

7:15PM/Public Hearing

=====

Due to the coronavirus outbreak, Town Hall is closed. Pursuant to Governor Lamont's Executive Order No. 7B, the October 6th Town Council meeting is accessible through "Microsoft Teams" +1 929-235-8441 Conference ID: 349 922 092 #

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. September 15, 2020 Executive Session
 - B. September 15, 2020 Regular Meeting
 - C. September 22, 2020 Public Forum – Addressing Racism
6. COMMUNICATIONS AND PETITIONS
 - A. Resignation of Frank Collins from the Economic Development Commission
 - B. Election Day Budget Update
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Recommendation from the Real Estate Acquisition and Disposition Committee re: Boundary Line Agreement for 144 Roberts St, 95 Church St and 100 Olde Roberts St
 - B. Referral to the Tax Policy Committee re: Economic Development Incentive Guidelines
 - C. Referral to the Investigations and Audit Committee re: Classified and Non-classified Service Compensation
 - D. Referral to Ordinance Committee re:
 1. Municipal Water Coordinator
 2. Renaming of Columbus Day
 - E. Telecommunications Operator-Public Safety Employees' Retirement Plan
 - F. Bid Waiver: Fire Department Apparatus
 - G. Dial-A-Ride Operating System Grant
 - H. Federal EPA Brownfields Assessment Grant

- I. Outdoor Amusement Permit Application: Family Drive-in Movie Night:
 - 1. Waiver of 30-day Filing Requirement
 - 2. Approval of Application
 - 3. Waiver of Associated Permit Fee
- J. Refund of Taxes

- 9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
- 10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
- 11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
- 12. ADJOURNMENT (next meeting: October 20th)

Robert J. Keck

2020 SEP 21 A 8:44

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

SEPTEMBER 15, 2020

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Councillors Connor Martin, Angela Parkinson, Awet Tsegai and John Morrison

PRESENT Via TEAMS Minority Leader Esther B. Clarke, Majority Leader Sebrina Wilson, and Councillor Patricia Harmon

ALSO PRESENT Marcia A. Leclerc, Mayor
Scott Chadwick, Corporation Counsel
Attorney Jonathan Reik, McGann, Bartlett & Brown

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:10 p.m.

MOTION By Don Bell
seconded by John Morrison
to **go into** Executive Session to discuss the pending Workers' Compensation claim of former employee, Hardie Burgin.
Motion carried 9/0.

MOTION By Don Bell
seconded by John Morrison
to **go back to** Regular Session.
Motion carried 9/0.

ADJOURNMENT

MOTION By Don Bell
seconded by John Morrison
to **adjourn** (7:20 p.m.)
Motion carried 9/0.

Attest



Richard F. Kehoe
Town Council Chair

Robert J. Beck

EAST HARTFORD TOWN COUNCIL

2020 SEP 21 A 8:44

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

SEPTEMBER 15, 2020

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Councillors Connor Martin, Angela Parkinson, Awet Tsegai, and John Morrison

PRESENT Majority Leader Sebrina Wilson, Minority Leader Esther B. Clarke and Via "TEAMS" Councillor Patricia Harmon

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:30 p.m. The Chair announced the phone number and conference ID number to access this meeting through the Microsoft "Teams" platform. He then asked the Council to join him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc stated that the Center for Tech and Civic Life COVID-19 Response Grant, funded by Priscilla Chan and Mark Zuckerberg, has a minimum grant amount of \$5,000.

APPROVAL OF MINUTES

August 26, 2020 Public Forum/Conversation on Racism

MOTION By Sebrina Wilson
seconded by Don Bell
to **approve** the minutes of the August 26, 2020 Public Forum.
Motion carried 9/0.

September 1, 2020 Regular Meeting

MOTION By Sebrina Wilson
seconded by Don Bell
to **approve** the minutes of the September 1, 2020 Regular Meeting.
Motion carried 9/0.

OLD BUSINESS

Referral to the Real Estate Acquisition & Disposition Committee: Boundary Line Agreement: 144 Roberts St, 95 Church St and 100 Olde Roberts St

MOTION By Angie Parkinson
seconded by John Morrison

to set a public hearing date for the Boundary Line Agreement for the property at 144 Roberts Street – which the Greater Hartford Transit District might purchase – and the town-owned property at 95 Church Street and 100 Olde Roberts Street, for 7:15pm on Tuesday October 6th.
Motion carried 9/0.

NEW BUSINESS

2020-2021 School Readiness Grant

MOTION By Don Bell
 seconded by Awet Tsegai
 to **adopt** the following resolution:

WHEREAS the Connecticut State Department of Education is authorized to extend financial assistance, through the School Readiness Grant Program, to Priority Communities for the development of a network of school readiness programs that provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling; and

WHEREAS the Town of East Hartford and East Hartford Public Schools desire to make and execute an application for funding in the amount of \$2,885,178 with the State of Connecticut to support School Readiness programs for East Hartford children.

NOW THEREFORE BE IT RESOLVED by the Town Council that Marcia A. Leclerc, Mayor of the Town of East Hartford, is hereby authorized to execute such application and, upon approval of said application, to enter into and execute a funding agreement and any amendments and other documents as may be required by the State of Connecticut for the School Readiness Program.

On call of the vote, motion carried 9/0.

Center for Tech and Civic Life COVID-19 Response Grant

MOTION By Connor Martin
 seconded by Don Bell
 to **adopt** the following resolution:

WHEREAS a once-in-a-century pandemic has created an unprecedented strain on municipal election systems; and

WHEREAS the Town of East Hartford is committed to conducting safe elections that are accessible for all; and

WHEREAS the Center for Tech and Civic Life (CTCL) is offering COVID-19 Response Grants to local election offices to help ensure they have the critical resources they need to safely serve every voter in 2020.

NOW THEREFORE LET IT BE RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Center for Tech and Civic Life as they pertain to this COVID-19 Response Grant program.

On call of the vote, motion carried 9/0.

At this point, Mayor Leclerc addressed the Council on the different grants recently received which will help defer costs incurred to hold safe, COVID-compliant voting sessions. The Mayor also explained that, due to the additional requirements from the

Secretary of the State's office concerning COVID, the Town Clerk and the Registrars of Voters will be hiring additional staff to assist with the distribution, processing and counting absentee ballots. The Mayor stated that the town will also receive \$36,000 from the Secretary of the State's office for the extra costs associated with the upcoming election. She believes that these grants should be sufficient to cover the additional costs on Election Day.

Outdoor Amusement Permit Application: Strength in Numbers

MOTION By Awet Tsegai
 seconded by Connor Martin
 to **approve** the outdoor amusement permit application entitled "Strength in Numbers" submitted by Alex Clark, to conduct a powerful educational experience aimed to uplift all those affected by COVID-19 on Saturday, September 26, 2020, McAuliffe Park Field, beginning at 8:00AM through 2:00PM – with music played by a DJ and tables for black-owned businesses to display their products between those same hours; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies; and that pursuant to Section 5-6(a) of the East Hartford Code of Ordinances, the Town Council **waive** the associated permit fee due to the town since this event offers a safe space for teachers, families and most importantly, students.
 Motion carried 9/0.

Refund of Taxes

MOTION By Connor Martin
 seconded by Don Bell
 to **approve** a total refund of taxes in the amount of \$20,582.23 in accordance with §12-129 of the Connecticut General Statutes.
 Motion carried 9/0.

Bill	Name	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2017-03-0061977	ROBINSON ROBBIE	2002/1G2NW52E22M581575	-26.29	-92.25
2018-01-0006599	LERETA LLC CENTRALIZED	82 HOCKANUM DR	0	-2,236.47
2018-03-0050225	ACAR LEASING LTD	2017/1GKKNWLS7HZ140603	0	-168.16
2018-03-0058332	CUERVO-GRANADA LUZ M	2005/JTDBR32EX52056175		-85.54
2018-03-0061597	ROBINSON ROBBIE	2002/1G2NW52E22M581575	-9.26	-88.2
2018-03-0071732	MALOOFF JEANNE	2005/KMHWF25S65A185389	0	-29.97

2018-03-0078535	PRIEST LLEWELYN E 3RD	2006/1G8AJ55F26Z157331		-98.49
2018-03-0078703	QUALITY CAR CARE	2012/3C7WDMDLXCG326627		-74.38
2018-03-0078704	QUALITY CAR CARE	2015/3C7WRLAL4FG584761		-443.96
2018-03-0079492	REYES KEVIN L	2017/3C4PDDBG9HT577726	0	-287.55
2018-03-0087668	VW CREDIT LEASING LTD	2017/WAUANAF49HN007465	0	-70.48
2018-03-0087673	VW CREDIT LEASING LTD	2016/WVGBV7AX5GW592299	0	-93.1
2018-04-0081243	CAPELES-LOPEZ JESUS A	2008/2HNYD28358H503073	-17.94	-398.7
2018-04-0089012	VW CREDIT INC	2018/WA1BNAFY7J2132749	0	-542.11
2018-04-0089013	VW CREDIT INC	2018/WA1BNAFY7J2058703	0	-542.11
2018-04-0089014	VW CREDIT INC	2018/WA1BNAFY7J2075937	0	-542.11
2018-04-0089015	VW CREDIT INC	2018/WA1BNAFY5J2148965	0	-542.11
2018-04-0089017	VW CREDIT INC	2019/WA1LAAF75KD003504	0	-716.44
2018-04-0089018	VW CREDIT INC	2019/WA1AAAF78KD002144	0	-703.48
2018-04-0089019	VW CREDIT INC	2019/WAUL2AF20KN037719	0	-577.98
2018-04-0089020	VW CREDIT INC	2019/WAUL2AF20KN020032	0	-577.98
2018-04-0089021	VW CREDIT INC	2019/WAUL2AF27KN037779	0	-577.98
2018-04-0089022	VW CREDIT INC	2019/WAUL2AF25KN020480	0	-577.98
2018-04-0089023	VW CREDIT INC	2019/WA1LAAF74KD015983	0	-429.52
2018-04-0089024	VW CREDIT INC	2019/WAUENAF45KA006751	0	-202
2018-04-0089025	VW CREDIT INC	2019/WAU8DAF81KN009030	0	-667.8
2018-04-0089026	VW CREDIT INC	2019/WAUENAF44KA025002	0	-202.01
2018-04-0089027	VW CREDIT INC	2019/WAUL2AF24KN056130	0	-289.84
2018-04-0089028	VW CREDIT INC	2019/WA1BNAFY5K2026690	0	-231.17
2018-04-0089029	VW CREDIT INC	2019/WA1BVAF16KD020775	0	-354.56
2018-04-0089030	VW CREDIT INC	2019/WA1BNAFY5K2020307	0	-231.17
2018-04-0089031	VW CREDIT INC	2019/WAUL2AF22KN055543	0	-289.84
2018-04-0089032	VW CREDIT INC	2019/WA1LHAF79KD022665	0	-286.92
2018-04-0089033	VW CREDIT INC	2019/WA1BNAFY8K2019572	0	-231.17
2018-04-0089034	VW CREDIT INC	2019/WA1LHAF70KD023722	0	-286.92
2018-04-0089035	VW CREDIT INC	2019/WA1BNAFY4K2037311	0	-231.17
2018-04-0089036	VW CREDIT INC	2019/WA1BNAFY0K2027374	0	-231.17
2018-04-0089037	VW CREDIT INC	2019/WAUENAF40KA024056	0	-202.01
2018-04-0089038	VW CREDIT INC	2019/WA1LHAF70KD024644	0	-286.92
2018-04-0089039	VW CREDIT INC	2019/WA1BNAFY8K2028773	0	-231.17
2018-04-0089040	VW CREDIT INC	2019/WA1BNAFY2K2026145	0	-231.17
2018-04-0089041	VW CREDIT INC	2019/WA1BNAFY7K2049887	0	-114.89
2018-04-0089042	VW CREDIT INC	2019/WAUBEGFF5K1017935	0	-84.96
2018-04-0089043	VW CREDIT INC	2019/WA1BNAFY1K2015492	0	-229.77
2018-04-0089044	VW CREDIT INC	2019/WAUENAF45KN008914	0	-100.4

2018-04-0089045	VW CREDIT INC	2019/WA1LHAF7XKD029978	0	-142.61
2018-04-0089046	VW CREDIT INC	2019/WA1BNAFY9K2054394	0	-114.89
2019-01-0000250	PETROLITO LUCIA	224 HIGH ST	0	-2347.24
2019-03-0053223	BELL RONDOLYNN D	2013/5UXWX9C5XD0D06891	0	-100
2019-03-0054491	BROCHU DANIELLE N	2012/KMHCT5AE8CU016984	0	-148.81
2019-03-0055836	LETTIERI SHARON	1991/1GCDT19Z7M2105404	0	-9.36
2019-03-0057029	CLOUTIER DONALD M	2008/JN8AS58V18W140325	0	-27.22
2019-03-0070003	LAGUERAS MARY	2001/1GMDX03E61D116944	0	-36.22
2019-03-0070307	LASEK ZENON	2005/2HGES26715H565359	0	-55.93
2019-03-0071878	MACHADO MIGUEL E	2000/1G1JF524XY7291733	0	-15.97
2019-03-0072811	MASON HATTIE E	2000/YV1LW61J9Y2658996	0	-12.1
2019-03-0073546	MEDEIROS ROBIN	2010/JM1BL1H61A1212979	0	-148.81
2019-03-0075899	RUBERA KATHY	2017/1N4AA6AP3HC431996	0	-582.76
2019-03-0076038	NISSAN INFINITI LT	2018/5N1AT2MV3JC770105	0	-388.09
2019-03-0076315	NUNES CLAUDIA M	2007/JH2PC40037M009461	0	-124.83
2019-03-0078399	PETITHOMME YVES M	2012/1N4AA5AP3CC834525	0	-71.1
2019-03-0078657	PINCKNEY KENNETH	2018/ML32F3FJXJHF13676	0	-54.04
2019-03-0078738	PITTMAN DARLENE Y	2009/KMHDU46D09U805750	0	-9.05
2019-03-0081324	RODRIGUEZ RAY F	2010/WDDHF8HB2AA253117	0	-403.13
2019-03-0084395	SMITH-BROWN MARCIA P	1998/1HGCG3152WA013017	0	-22.5
		SUBTOTAL	-53.49	-20528.74
		TOTAL		20,582.23

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Pending Workers' Compensation Claim: Hardie Burgin

MOTION By Don Bell
seconded by Connor Martin

to **accept** the recommendation of Corporation Counsel to fully and finally settle all outstanding Workers' Compensation claims of former Town employee, Hardie Burgin, for a total sum of \$10,000.00.
Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc addressed the Council on the following issues: (1) the town has received a direct funding grant from the state's Department of Public Health in the amount of \$341,000 in response to the COVID-19 pandemic; (2) there is a slight up-tick in the number of positive COVID cases in East Hartford, but they seem confined to two distinct situations where groups were gathering; (3) Holiday Fest has been cancelled this year due to the pandemic; (4) \$36,000 of direct funding from the Secretary of the State's office is coming to the town to help defer the extra costs at this year's election; (5) a West Hartford firetruck is on loan to the town while Ladder 1 is undergoing repairs; (6) Parks & Recreation Department has some virtual programs, including dance, martial arts, etc., which will be available for the residents; and (7) the Toronto FC, a Major League Soccer Team, will be playing at Rentschler Field but it is closed to the public.

Connor Martin wished Sebrina Wilson a Happy Belated Birthday.

Don Bell reminded all of the next public forum on racism, which will be Tuesday September 22nd, where the Mayor and Town Council will seek public input on a list of topics to be explored in an effort to eliminate the sources of systemic racism. He encouraged residents to virtually attend the forum to share their ideas.

ADJOURNMENT

MOTION By Don Bell
 seconded by John Morrison
 to **adjourn** (8:25 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be October 6, 2020.

Attest Angela M. Attenello
Angela M. Attenello
TOWN COUNCIL CLERK

Robert J. Goss

2020 SEP 28 A 9:18

EAST HARTFORD TOWN COUNCIL

MICROSOFT "TEAMS"

SEPTEMBER 22, 2020

TOWN CLERK
EAST HARTFORD

PUBLIC FORUM – ADDRESSING RACISM

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Councillors Connor Martin, Awet Tsegai, Angela Parkinson and John Morrison

PRESENT Majority Leader Sebrina Wilson, Minority Leader Esther B. Clarke,
VIA "TEAMS" Councillor Patricia Harmon

ALSO Marcia Leclerc, Mayor
PRESENT

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:39 p.m.

The Chair explained that this is a Town Council forum in conjunction with Mayor Leclerc to examine the issue of systemic racism and how the community of East Hartford can work to address the underlying causes of racism. Vice Chair Don Bell explained the goals drafted by the Councillors that would help move East Hartford forward and address the underlying causes of racism. They are:

Forward East Hartford Goals

East Hartford is a great place for people of all backgrounds to live and work. We want to make it better while addressing the underlying causes of systemic racism.

- Improve the Quality of Affordable Housing and Increase Home Ownership Opportunities
- Encourage/Incentivize Growth of Small Businesses/Eliminate Barriers for People of Color Owned Enterprises
- Improve Financial Literacy
- Enhance Civic Engagement Throughout the Community
- Explore Partnerships to Increase Access to Adequate/Affordable Health Services
- Ensure Sufficient Social and Mental Health Services for Youth
- Coordinate Mental Health/Social Services in Responding to Emergency Calls

- Enhance and Expand Positive Community/Police Interaction
- Improve Police Accountability and Transparency
- Provide Quality Education and Set High Expectations for all Students

The following people came forward to comment on racism and the proposed goals:

Marc Weinberg, 68 Silver Lane, thinks that there are different degrees of racism. He sees East Hartford as a multicultural community.

Rachel Botts, 131 Jessica Drive, thanked the Town, the Council, the schools and the police for speaking about racism and making an effort to put a process in place to remedy it. She believes that the best approach to solving social issues is through the educational system. She stated that if the wealth gap or income disparity or housing disparity is to change, the first step begins at the schools. Ms. Botts also inquired on the town's business development goals.


Sarah Crudden, 35 Zimmer Road, had concerns about the town's school system. She stated that children without learning disabilities get by, but not children that have learning disabilities.

Harry Amadasun, Jr, 31 High Street, a member of the East Hartford Board of Education, appreciated the Council's discussion on racism. Mr. Amadasun looks forward to collaborating with the Council during the upcoming budget season to address the financial needs of the town's schools.

Mayor Leclerc, in answer to Ms. Botts' inquiry, spoke on economic development efforts of the town on Silver Lane and along the riverfront.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Don Bell
 to **adjourn** (7:49 p.m.)
 Motion carried 9/0.

Attest 
 Richard F. Kehoe
 Town Council Chair



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 18, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: RESIGNATION: Boards and Commissions

Attached is a letter received by my office from Frank Collins who is resigning from his position as a full member and vice chair on the Economic Development Commission.

Please place this resignation on the October 6th, 2020 Town Council Agenda and share our appreciation as a community for the valuable service he has provided by volunteering his time on the above mentioned commission.

Thank you.

C: R. Pasek, Town Clerk

Leclerc, Marcia

From: Frank Collins <frankceil@aol.com>
Sent: Friday, September 18, 2020 2:58 PM
To: Daniels, Michael
Subject: Re: EDC Meeting of 8/24/20

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michael,

I've enjoyed working on the EDC for all these years, but unfortunately, I have not been able to attend the meetings the past few months, and I feel I must resign at this time and let the younger members of our Community take over.

Yours truly,
Frank C. Collins, Jr.

In a message dated 9/17/2020 11:32:06 AM Eastern Standard Time, mdaniels@easthartfordct.gov writes:

Hello all,

Chair Craig Stevenson has decided he would like to hold the EDC meeting scheduled for September 24th in person in the Town Hall Council Chamber. Town Hall is currently open by appointment only, with safety protocols in place. Each member will need to fill out a visitor entry form and have their temperature taken upon arrival. I will stand inside the main parking lot entry to Town Hall beginning at 5:15, in advance of the 5:30 meeting, to take your temperature. Alternately, you may choose to call in or participate virtually, via Microsoft Teams. **Please let me know if you plan on attending and if you will attend in person or virtually.**

Additionally, the only restrooms that will be available will be those located on the basement level. This level is accessible via the elevator located on the south side of the building, closer to the Council Chamber, not via the elevator located near the main entry. The restrooms themselves are located down a hallway that leads to the Information Technology office near the stairs to the main building entrance.

Please let me know if you have any questions at this time.

Thank you,



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 30, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: November Election Budget Update

Attached is a memo and supporting documents from Finance Director Linda Trzetzziak, with a summary of the anticipated revenues and expenses associated with the November 3, 2020 Election.

The Town Clerk and the Registrars of Voters will be present to discuss preparation and implementation of absentee ballot processes for the 2020 Election.

Please save time on the agenda for a discussion and update.

Thank you.

C: L. Trzetzziak, Finance Director
R. Pasek, Town Clerk
S. Watkins, Democratic Registrar of Voters
M. Mourey, Republican Registrar of Voters



MEMORANDUM

DATE: September 30, 2020
TO: Marcia A. Leclerc, Mayor
FROM: Linda M. Trzetzak, Director of Finance *RLT*
TELEPHONE: (860) 291-7246
RE: November 2020 Election Budget

By way of this memo, let me summarize the anticipated revenues and expenses for the November 2020 election. As you are aware, the distribution of absentee ballots to all registered voters has created the need for unprecedented procedures and processes for the Town Clerk and Registrar of Voters offices.

Expenses:

Registrar of Voters

The regular operating budget already includes expenses for opening and staffing the polls, handling the normal volume of absentee ballots, ballot costs, and other expenses.

Available funds:

Poll workers	\$29,210
Election Day expenses	7,601
Voting Machines (inspection/moving)	4,500
Telephone expense	<u>1,044</u>
Total	<u>\$42,355</u>

The Registrars have estimated the total cost at \$46,725, a shortfall of \$4,370.

Town Clerk

The regular operating budget includes only \$1,500 for Election Day expenses under the normal voting process. However, this year the anticipated extra volume of absentee ballots requires additional processing.

The Town Clerk has currently hired 7 temporary staff for work on this task. An operations center has been set up in the Welling Conference Room with computers, scanners, label printers, mailing trays etc.

Budgeted Expenses	
Temporary Staff	\$33,600
Ballots (incl. shipping, translation)	14,900
Equipment, supplies	5,230
Postage .58 for 21,500 ballots	12,500
Time clock for stamping in documents	<u>1,002</u>
Total	<u>\$67,232</u>

Revenues:

Additional revenue to fund the process includes the following:
 From the State of Connecticut: (all funds received as of 9/30/20)

Safe Polls Primary 2020	5,800	
Safe Polls Election 2020	7,000	
Election Day Registration Access	2,500	
Absentee Ballot Support	<u>21,653</u>	
Total		36,953

Center for Tech and Civic Life Grant:	<u>46,305</u>
Total additional revenue	<u>83,258</u>

At this time it appears the Town will have sufficient revenue from the State and the Center for Tech and Civic Life Grant to cover the anticipated expenses. I do not need to request any additional funding from Contingency.

Please feel free to let me know if you have any questions or problems on any of the information presented above.

CODES	QTY	DESCRIPTION	RATE	TOTAL
60135	1	Head Moderator	375.00	375.00
60135	1	Asst Head Moderator	350.00	350.00
60135	7	District Moderators	325.00	2,275.00
60135	14	Assistant Registrars	300.00	4,200.00
60135	14	Official Checkers	225.00	3,150.00
60135	14	Ballot Clerks	225.00	3,150.00
60135	14	Tabulator Tenders	225.00	3,150.00
60135	2	Absentee Ballot Moderator	325.00	650.00
60135	18	Absentee Ballot Counters - Est 2 days	225.00	8,100.00
60135	7	Election Day Registration(EDR) Personnel	225.00	1,575.00
60135	3	Poll setup person	350.00	1,050.00
60135		Staff Over-time	3,700.00	3,700.00
62360		Uninterruptable Power Sources (UPS)	2,000.00	2,000.00
62360		St. Christopher Church Hall	500.00	500.00
60135		Movers	2,000.00	2,000.00
62360		Ballott printing, shipping and memory card	10,500.00	10,500.00
62360		programming		
TOTAL =====>			\$21,850.00	\$46,725.00

Robert J. Peck

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



2020 OCT 06 01:29:11

FAX: (860) 291-7389
TOWN CLERK
EAST HARTFORD

DATE: October 1, 2020
TO: Town Council
FROM: Rich Kehoe
Town Council Chair
RE: Tuesday, October 6, 2020 7:15 P.M. Microsoft "TEAMS"

Due to the coronavirus outbreak, Town Hall is closed. Pursuant to Governor Lamont's Executive Order No. 7B, the October 6th Public Hearing is accessible through "Microsoft Teams" +1 929-235-8441 Conference ID: 349 922 092 #

In accordance with Section 3.3(a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

Tuesday, October 6, 2020

7:15 p.m.

Microsoft "TEAMS"

The purpose of the meeting is to hear public comment on the boundary line agreement for 144 Roberts Street and town-owned property at 95 Church Street and 100 Olde Roberts Street.

cc: Mayor Leclerc
Rich Gentile, Assistant Corporation Counsel

MOVE:

That the Town Council, acting as a Committee of the Whole, waive all the requirements of Town Ordinances Section 10-18 and 10-19 with respect to the acquisition and disposition of real estate, and authorize the Mayor to enter into a Boundary Line Agreement with the Greater Hartford Transit District, in the general form attached hereto, and to execute all associated documentation, to clarify the boundary line between the property owned (or to be owned) by The Greater Hartford Transit District, known as 144 Roberts Street, and the properties owned by the Town, 95 Church Street and 100 Olde Roberts Street, the same being in the best interests of the Town, as the boundaries between these properties will now be based on a recorded survey rather than imprecise physical features.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Rosemary G. Ayers, Esq.
Day Pitney LLP
242 Trumbull Street
Hartford CT 06103-1212

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 2020 by and between the Greater Hartford Transit District, a body politic and corporate organized pursuant to Chapter 103a of Title 7 of the Connecticut General Statutes, Revision of 1958, as amended (“**GHTD**”) and the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut (“**Town**”).

RECITALS:

WHEREAS, GHTD is the owner of that certain piece or parcel of real property known as 144 Roberts Street, in the Town of East Hartford, County of Hartford and State of Connecticut, and acquired by [deeds from Carmine J. Esposito and Lisa A. Esposito, Co-Executors under the Will of Carmine M. Esposito, deceased, and recorded in the East Hartford Land Records contemporaneously herewith]¹ (the “**GHTD 144 Property**”);

WHEREAS, Town is the owner of a certain piece or parcel of real property known as 95 Church Street, in said Town of East Hartford, County of Hartford and State of Connecticut, acquired by deed recorded in Volume 580, Page 100 of the East Hartford Land Records (the “**Town 95 Church Property**”);

WHEREAS, Town is the owner of a certain piece or parcel of real property known as 100 Olde Roberts Street, in said Town of East Hartford, County of Hartford and State of Connecticut (the “**Town 100 Olde Roberts Property**”); and

WHEREAS, the Town 95 Church Property and the Town 100 Olde Roberts Property (collectively, the “**Town Property**”) abut the GHTD Property and the parties hereto desire to establish the precise location of the division line between the GHTD Property and the Town Property (the “**Division Line**”).

NOW, THEREFORE, in consideration of the mutual promises herein contained, GHTD and Town, for themselves and their respective successors and assigns, hereby agree as follows:

¹ To be replaced with references to actual deeds from GHTD’s predecessor to GHTD.

1. The Division Line between the GHTD 144 Property and the Town Property shall be located and defined as follows:

Beginning at a point marking the northwest corner of the GHTD 144 Property and the southwest corner of the Town 95 Church Property, as shown on that certain map entitled "BOUNDARY LINE AGREEMENT PLAN 144 ROBERTS STREET EAST HARTFORD, CT 06108 PREPARED FOR: COMPREHENSIVE ENVIRONMENTAL INC." dated _____, 2020 and prepared by Martinez Couch & Associates (the "Map"), which Map is attached hereto as Schedule A and made a part hereof, which POINT OF BEGINNING is located N 24° 56' 33" W 171.95 feet from an iron pin set in the northerly line of Roberts Street, a public right-of-way, which iron pin marks the southwest corner of the GHTD 144 Property and the southeast corner of other land of the Greater Hartford Transit District known as 148 Roberts Street; thence from said POINT OF BEGINNING running N 70° 55' 15" E 106.63 feet to a point; thence running S62° 52' 28" E 168.81 feet to a point marked by an iron pin; thence running S 17° 39' 00" E, along land now or formerly of the Town of East Hartford, a distance of 71.08 feet to a point in the northerly line of said Roberts Street, marking the southeast corner of the GHTD 144 Property and the southwest corner of said land now or formerly of the Town of East Hartford.

2. Town does hereby remise, release and forever quitclaim and does by these presents, for itself and its successors and assigns, justly and absolutely remise, release and forever quitclaim unto GHTD, its successors and assigns forever, all such right, title, interest, claim and demand as Town has or ought to have in or to any and all portions of the GHTD 144 Property which are located south, southwesterly and/or west of the Division Line (collectively, the "Town Conveyed Property").

3. TO HAVE AND TO HOLD the Town Conveyed Property unto GHTD and to its successors and assigns, to the only use and behoof of GHTD, its successors and assigns forever, so that neither Town nor any other person or persons in its name and behalf shall or will hereafter claim or demand any right or title to the Town Conveyed Property or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

4. GHTD does hereby remise, release and forever quitclaim and does by these presents, for itself and its successors and assigns, justly and absolutely remise, release and forever quitclaim unto Town, its successors and assigns forever, all such right, title, interest, claim and demand as GHTD has or ought to have in or to any and all portions of the Town Property which are located north, northeasterly and/or east of the Division Line (collectively, the "GHTD Conveyed Property").

5. TO HAVE AND TO HOLD the GHTD Conveyed Property, unto Town and to its successors and assigns, to the only use and behoof of and Town, its successors and assigns forever, so that neither GHTD nor any other person or persons in its name and behalf shall or will hereafter claim or demand any right or title to the GHTD Conveyed Property or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

[no further text on this page; signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witnessed by:

GREATER HARTFORD TRANSIT
DISTRICT

Name:

By: _____

Name:

Name:

Its:

Duly Authorized

STATE OF CONNECTICUT)

: ss.

COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, _____ of the Greater Hartford Transit District, a body politic and corporate organized pursuant to Chapter 103a of Title 7 of the Connecticut General Statutes, Revision of 1958, as amended, on behalf of said body politic and corporate.

Commissioner of the Superior Court

Notary Public

My commission expires: _____

[signatures continue on following page]

[GHTD's Signature to Boundary Line Agreement]

Witnessed by:

TOWN:

Name:

By: _____

Name:

Name:

Its:

Duly Authorized

STATE OF CONNECTICUT)

: ss.

COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut, on behalf of said municipal corporation.

Commissioner of the Superior Court

Notary Public

My commission expires: _____

[Town's Signature to Boundary Line Agreement]

Schedule A

Map

[Town's Signature to Boundary Line Agreement]

AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2020 by and between the Greater Hartford Transit District, a body politic and corporate organized pursuant to Chapter 103a of Title 7 of the Connecticut General Statutes, Revision of 1958, as amended ("GHTD"), the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut ("Town"), and First American Title Insurance Company ("Escrow Agent").

RECITALS:

WHEREAS, GHTD owns and operates an ADA paratransit operations facility (the "Paratransit Operations Facility") located at 148 Roberts Street, East Hartford, Connecticut (the "148 Roberts Property"), which provides ADA paratransit service in the Greater Hartford/Capitol Region area, including all of East Hartford, and all or certain portions of other Towns and Cities which, along with Town, are members of GHTD;

WHEREAS, location of the Paratransit Operations Facility in East Hartford provides numerous benefits to the Town of East Hartford and the adjacent areas, including increased opportunity for shorter travel time for ADA client residents of East Hartford, stimulation of the retail business in the area by its employee consumer base and job opportunities for area residents;

WHEREAS, GHTD is pursuing the acquisition of that certain piece or parcel of real property known as 144 Roberts Street, in the Town of East Hartford, County of Hartford and State of Connecticut (the "GHTD 144 Property") from the current owner thereof, in order to relocate employee parking onto the GHTD 144 Property in connection with GHTD's reconfiguration of the 148 Roberts Property parking lot;

WHEREAS, the instrument establishing the root title to the GHTD 144 Property was recorded in Volume 156, Page 194 (the "144 Roberts Deed");

WHEREAS, Town is the owner of a certain piece or parcel of real property known as 95 Church Street, in said Town of East Hartford, County of Hartford and State of Connecticut (the "Town 95 Church Property"), acquired by deed recorded in Volume 580, Page 100 of the East Hartford Land Records (the "Town 95 Church Deed"), which Town 95 Church Property abuts the GHTD 144 Property;

WHEREAS, Town is also the owner of a certain piece or parcel of real property known as 100 Olde Roberts Street, in said Town of East Hartford, County of Hartford and State of Connecticut (the "Town 100 Olde Roberts Property"), which Town 100 Olde Roberts Property also abuts the GHTD 144 Property;

WHEREAS, due to imprecise legal descriptions contained in the 144 Roberts Deed and the Town 95 Church Deed, GHTD and Town desire to establish the precise location of the division line between the GHTD 144 Property, on the one hand, and the Town 95 Church Property and the Town 100 Olde Roberts Property (collectively, the "Town Property"), on the other hand (the "Division Line"), as more particularly set forth in a boundary line agreement in the form attached hereto as Exhibit A and made a part hereof (the "Boundary Line Agreement") and which Division Line follows the historical boundary line of the GHTD 144 Property reflected on the East Hartford Tax Assessor's Map for 144 Roberts Street, Tax Parcel 35-19;

WHEREAS, pursuant to the provisions of Sections 8-24 and 7-163e of the Connecticut General Statutes, Revision of 1958, as amended, the Town Council of the Town of East Hartford approved the Boundary Line Agreement by resolution adopted at a public hearing held on _____, 2020; and

WHEREAS, GHTD and Town have executed the Boundary Line Agreement and deposited it in escrow with Escrow Agent, to be held and released pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto, for themselves and their respective successors and assigns, hereby agree as follows:

1. Boundary Line Agreement.

(a) On the date hereof, GHTD and Town have deposited in escrow with Escrow Agent counterparts of the Boundary Line Agreement, executed, witnessed and acknowledged by GHTD and Town, which shall be dated, released and recorded in the East Hartford Land Records by Escrow Agent contemporaneously with the recordation in the East Hartford Land Records of the deed from the then current owner of the GHTD 144 Property conveying its interest in the GHTD 144 Property to GHTD.

(b) If the Boundary Line Agreement is not eligible for release and recording on or before the one (1) year anniversary of the date hereof (the "Release Date") in accordance with the provisions of Section 1(a) hereof, either GHTD or Town shall be entitled to request, by written notice to the other party and Escrow Agent (a "Request"), that the Boundary Line Agreement be destroyed by the Escrow Agent, in which case the Escrow Agent shall do so unless Town and GHTD mutually agree to an extension of the Release Date in a writing delivered to Escrow Agent within sixty (60) days following delivery of the Request.

(c) During the term of this Agreement, Town agrees not to transfer any interest it may have in that portion of the GHTD 144 Property lying south, southwesterly or west of the Division Line (as defined in the Boundary Line Agreement), other than to GHTD in accordance with the terms hereof.

2. Cooperation.

Town agrees to cooperate with GHTD in GHTD's application for all land use permits and approvals deemed necessary or appropriate by GHTD with respect to GHTD's contemplated improvements to the GHTD 144 Property for passenger motor vehicle parking in connection with the Paratransit Operations Facility (collectively, the "Project"), including execution and delivery in its own name of any applications (or consents to such applications) to any governmental authority where required by law, in the event Town may be deemed to have any interest in the GHTD 144 Property by virtue of the imprecise location of the boundary between the Town Property and the GHTD 144 Property. This Agreement is not intended to supplant or influence the role of the Town's Planning and Zoning Commission, Inland Wetlands Commission, or any other regulatory body, authority or official with respect to any aspect of any application which may now be, or hereinafter become necessary to complete the Project. The execution of this Agreement by Town shall not be construed in any way to constitute a commentary on, or approval of, any such application by the Town's Planning and Zoning Commission, Inland Wetlands Commission, or any other regulatory body, authority or official in such capacity.

3. Escrow Agent.

(a) GHTD and Town do hereby jointly and severally agree that Escrow Agent shall incur no liability whatsoever in connection with its good faith performance under this Agreement, and do hereby jointly and severally release and waive any claims they may have against Escrow Agent, which may result from its performance in good faith of its function as Escrow Agent. GHTD and Town shall jointly and severally indemnify, defend and hold Escrow Agent harmless from and against all costs, claims, and expenses, including reasonable attorneys' fees, incurred in connection with performance of Escrow Agent's duties hereunder, excluding any loss or damage caused directly by Escrow Agent's acts of gross negligence or willful misconduct in connection with this Agreement or Escrow Agent's obligations and undertakings herein.

(b) Escrow Agent shall be entitled to rely upon the authenticity of any signature and upon the genuineness and validity of any writing (including writings received by electronic mail) received by Escrow Agent relating to this Agreement.

(c) Escrow Agent shall not be, or become, liable in any way for its failure or refusal to comply with any conflicting instructions or adverse claims or demands, and it shall be entitled to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been reconciled by agreement of Town and GHTD and Escrow Agent shall have been notified in writing thereof as provided herein; or (b) shall have finally been determined by a court of competent jurisdiction as provided herein.

(d) Escrow Agent may, at its sole discretion, resign by giving (30) days' written notice hereof to the parties hereto, in which case GHTD and Town shall furnish to

Escrow Agent written instructions for the release or deposit with a successor escrow agent of the Boundary Line Agreement. If Escrow Agent shall not have received such written instructions within the thirty (30) days of its notice of resignation, Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such appointment, deliver the Boundary Line Agreement to such successor.

(e) None of the provisions of this Agreement shall prohibit Escrow Agent from bringing an interpleader action with any court of competent jurisdiction or from exercising any rights that might be afforded by statutory or common law to resolve any disagreements, uncertainties, conflicts, or disputes as to the administration by Escrow Agent of its duties and obligations hereunder.

4. Notices.

Any notice required or permitted to be given hereunder shall be deemed to be given: (i) when personally delivered, (ii) two (2) business days after the date of posting if transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, (iii) one (1) business day after pick-up if transmitted by nationally recognized overnight courier service, or (iv) when sent by electronic mail with simultaneous delivery by one of the methods set forth in the foregoing clauses (i)-(iii), in each case addressed to the parties at their respective addresses referenced below, or in each case to such other address as any party may from time to time designate by giving notice in writing to any other party in the manner provided herein:

If to GHTD, at the following address:

Greater Hartford Transit District
One Union Place
Hartford, CT 06103
Attention: Vicki Shotland
Telephone: (860) 380-2025
Email: vshotland@ghtd.org

With a copy to:

Day Pitney LLP
242 Trumbull Street
Hartford, Connecticut 06103
Attention: Rosemary G. Ayers, Esq.
Telephone: (860) 275-0185
Email: rgayers@daypitney.com

If to Town, at the following address:

Town of East Hartford
740 Main Street
East Hartford, Connecticut 06108
Attention: [_____]
Telephone: [_____]
Email: [_____]

If to Escrow Agent, at the following address:

First American Title Insurance Company
225 Asylum Street, 16th Floor
Hartford, Connecticut 06103
Attention: Jonathan D. Nichols
Telephone: 860-466-5414
Email: jdnichols@firstam.com

Effective notice will be deemed given only as provided above. GHTD's and Town's counsel may send notices on behalf of GHTD and Town, respectively. Telephone numbers are for informational purposes only.

5. Miscellaneous.

(a) In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the State of Connecticut, such unenforceability shall not affect any other provision, but shall then be construed as if such unenforceable provision or provisions had never been contained herein.

(b) Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

(c) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut.

(d) This Agreement may not be altered, amended or modified except in writing signed by duly authorized representatives of the parties.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement in electronic format (e.g., ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

(f) The Recitals set forth above are hereby incorporated herein.

(g) This Agreement shall terminate upon the earliest to occur of (a) recordation of the Boundary Line Agreement in accordance with Section 1(a) hereof; (b) destruction of the Boundary Line Agreement by Escrow Agent in accordance with Section 1(b) hereof; or (c) delivery to Escrow Agent of written notice of termination executed by Town and GHTD.

[no further text on this page; signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GREATER HARTFORD TRANSIT
DISTRICT

By: _____
Name:
Its:
Duly Authorized

TOWN

By: _____
Name:
Its:
Duly Authorized

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Name:
Its:
Duly Authorized

[Signatures to Agreement]

EXHIBIT A

BOUNDARY LINE AGREEMENT

Town of East Hartford, Connecticut

ECONOMIC DEVELOPMENT INCENTIVE GUIDELINES

I. Overview and Background

The objective of offering an economic development incentive (see section VI) is to encourage the expansion of specific types of businesses through the establishment of a public/private partnership, which results in growth, and expansion consistent with the Town's Plan of Conservation and Development (Plan of C &D). In order to create the impetus for new investment, the town may provide incentives under the Connecticut General Statutes, Sec. 12-65b to projects that will increase the assessed value to the real property by at least 25% and demonstrate long-term commitment to East Hartford through:

1. Preservation and creation of jobs for local residents;
2. Creation of high-quality long term tax base growth;
3. Stimulation of the local economic conditions for existing businesses and the development of future industry groups;
4. Accomplishment of community goals as stated in the current PLAN OF C & D.

Any project requesting incentives shall meet established criteria. An application will be completely filled out and submitted to the Development Department. This application will be brought to the Economic Development Commission for endorsement and then submitted to the Mayor. The Mayor will submit any proposal for incentives to the Town Council for action.

II. Qualifying Businesses

1. Applicant must be a private, for-profit enterprise that is entitled to operate legally in the State of Connecticut;
2. Applicant must not be in violation of any law, regulation or agreement with the Town, State or Federal Government;
3. Applicants must demonstrate a solid financial base and reasonable growth potential;
4. Applicants must be committed to make a significant investment in new or rehabilitated real or personal property;
5. Applicant's project must provide the Town the opportunity to create new employment, enhance the tax base, encourage technological innovation or investment, or address a goal or objective identified in the PLAN OF C & D.
6. A statement as to the ownership structure of both the real property and operating company including information as to the ownership of any applicable subsidiary companies.

III. General Requirements

Applicants for incentives will be considered under the following circumstances:

1. The proposed project is located in an appropriate zone as defined in the East Hartford Zoning Regulations;
2. There is a commitment to remain in the town beyond the length of the abatement or other incentive period if applicable;
3. All tax obligations to the Town by the Applicant are current and remain current during the incentive period. Any delinquencies will automatically terminate tax fixing agreements;
4. Reasonable efforts will be made to employ Town residents;
5. The project must meet goals and objectives identified in the current PLAN OF C & D;
6. Reasonable efforts will be made to use East Hartford businesses during construction and operation.

IV. Application Procedure

Applications shall be made to the Mayor, through the Director of Development. The Director of Development may enter into negotiations with such applicant for the purpose of developing an agreement. Once agreement has been reached, the Mayor, Director of Finance and Corporation Counsel shall review the application and the agreement. After review the application and agreement shall be forwarded to the Economic Development Commission for its review, comment and recommendation. Within thirty days of receipt of the proposed agreement, the EDC shall report its findings and recommendation to the Mayor. The Mayor shall make a final recommendation and submit the application and agreement to the Town Council for approval. The application and supporting documentation will, at minimum, provide the information as outlined in Exhibit A attached hereto and made a part of.

V. Policy Waiver

In the event of unusual or extraordinary circumstances, the Council may alter or otherwise waive any and all requirements contained herein so long as the project is consistent with the goals and objectives of the current Plan of C & D.

VI. Types of Incentives

The Town may provide economic development incentives as it may be eligible to provide in accordance with State Statutes including but not limited to Personal and Real Property Tax Fixing Agreements; Abatements or Rebates; grants; loans, loan guarantee, down payment, employment or local hiring credit; public infrastructure improvements, job training program or other purchase assistance.

Exhibit A attached hereto and made a part of details the level of abatements to be offered.

Exhibit A
Amount of Abatements

Total Project Cost	Max Length of Abatement	Max Size (%) of value to be abated
\$25,000-499,999	3 years	50%
\$500,000-2,999,999	2 years	100%
\$3,000,000-9,999,999	5 years	100%
Over \$10,000,000	10 years	100%

Projects located within targeted development or redevelopment districts and meeting the objectives outlined within the plans for these districts, as previously approved by an authorizing agency of the Town, shall be automatically considered for the maximum abatement of taxes.

(RL)

Town of East Hartford, Connecticut ECONOMIC DEVELOPMENT INCENTIVE GUIDELINES

I. Overview and Background

The objective of offering an economic development incentive (see section VI) is to encourage the expansion of specific types of businesses through the establishment of a public/private partnership, which results in growth, and expansion consistent with the Town's Plan of Conservation and Development (Plan of C &D). In order to create the impetus for new investment, the town may provide incentives under the Connecticut General Statutes, Sec. 12-65b to projects that will increase the assessed value to the real property by at least 25% and demonstrate long-term commitment to East Hartford through:

1. Preservation and creation of jobs for local residents;
2. Creation of high-quality long term tax base growth;
3. Stimulation of the local economic conditions for existing businesses and the development of future industry groups;
4. Accomplishment of community goals as stated in the current PLAN OF C & D.

Any project requesting incentives shall meet established criteria. An application will be completely filled out and submitted to the Development Department. This application will be brought to the Economic Development Commission for endorsement and then submitted to the Mayor. The Mayor will submit any proposal for incentives to the Town Council for action.

II. Qualifying Businesses

1. Applicant must be a private, for-profit enterprise that is entitled to operate legally in the State of Connecticut;
2. Applicant must not be in violation of any law, regulation or agreement with the Town, State or Federal Government;
3. Applicants must demonstrate a solid financial base and reasonable growth potential;
4. Applicants must be committed to make a significant investment in new or rehabilitated real or personal property;
5. Applicant's project must provide the Town the opportunity to create new employment, enhance the tax base, encourage technological innovation or investment, or address a goal or objective identified in the PLAN OF C & D.
6. A statement as to the ownership structure of both the real property and operating company including information as to the ownership of any applicable subsidiary companies.

III. General Requirements

RL

Applicants for incentives will be considered under the following circumstances:

1. The proposed project is located in an appropriate zone as defined in the East Hartford Zoning Regulations;
2. There is a commitment to remain in the town beyond the length of the abatement or other incentive period if applicable;
3. All tax obligations to the Town by the Applicant are current and remain current during the incentive period. Any delinquencies will automatically terminate tax fixing agreements;
4. Reasonable efforts will be made to employ Town residents;
5. The project must meet goals and objectives identified in the current PLAN OF C & D;
6. Reasonable efforts will be made to use East Hartford businesses during construction and operation.

IV. Application Procedure

Applications shall be made to the Mayor, through the Director of Development. The Director of Development may enter into negotiations with such applicant for the purpose of developing an agreement. Once agreement has been reached, the Mayor, Director of Finance and Corporation Counsel shall review the application and the agreement. After review the application and agreement shall be forwarded to the Economic Development Commission for its review, comment and recommendation. Within thirty days of receipt of the proposed agreement, the EDC shall report its findings and recommendation to the Mayor. The Mayor shall make a final recommendation and submit the application and agreement to the Town Council for approval. The application and supporting documentation will, at minimum, provide the information as outlined in Exhibit A attached hereto and made a part of.

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In the event of unusual or extraordinary circumstances, the Council may alter or otherwise waive any and all requirements contained herein so long as the project is consistent with the goals and objectives of the current Plan of C & D.

VI. Types of Incentives

The Town may provide economic development incentives as it may be eligible to provide in accordance with State Statutes including but not limited to Personal and Real Property Tax Fixing Agreements; Abatements or Rebates; grants, loans, loan guarantee, down payment, employment or local hiring credit; public infrastructure improvements, job training program or other purchase assistance.

~~Projects can qualify for abatement of taxes on real property improvements automatically by meeting the above criteria and scoring in the required range as detailed on Exhibit A.~~ Exhibit A attached hereto and made a part of details the level of abatements to be offered.

Exhibit A
Amount of Abatements

RL

<u>Total Project Cost</u>	<u>Max Length of Abatement</u>	<u>Max Size (%) of value to be abated</u>
<u>\$25,000-499,999</u>	<u>3 years</u>	<u>50%</u>
<u>\$500,000-2,999,999</u>	<u>2 years</u>	<u>100%</u>
<u>\$3,000,000-9,999,999</u>	<u>5 years</u>	<u>100%</u>
<u>Over \$10,000,000</u>	<u>10 years</u>	<u>100%</u>

Projects located within targeted development or redevelopment districts and meeting the objectives outlined within the plans for these districts, as previously approved by an authorizing agency of the Town, shall be automatically considered for the maximum abatement of taxes.

TOWN COUNCIL OFFICE

DATE: October 1, 2020
TO: Town Council
FROM: Rich Kehoe, Chair; Esther Clarke, Minority Leader
RE: Non-union Wage Chart and Town Directors' Salaries

On March 3, 2020, the Town Council approved a motion to refer 'the task of reviewing the non-union wage chart for non-union, classified service positions and Town Directors' to the Personnel and Pensions Subcommittee. The subcommittee met and engaged an outside consultant to review the compensation levels of such positions in similar municipalities in Connecticut. Such study is ongoing at this time.

The Town Charter provides that the Town Council fixes the compensation for non-classified service employees and establishes the qualifications for such positions. East Hartford Town Charter section 3.4 Further, the Town Charter provides that the Town Council shall determine the salaries of all directors 'in conformity, with a systematic pay plan for the position involved'. East Hartford Town Charter section 5.25. Finally, East Hartford Town Ordinances section 15-8a requires that the Town Council review the wage chart for non-union classified service positions and town directors annually.

The Town Council has not reviewed such wage chart and made adjustments for many years which is why in March the issue was referred to the Personnel and Pensions subcommittee.

Since that time, several directors' salaries have been set at amounts exceeding those established on the outdated wage chart.

The second issue involves the town's personnel rules which are embodied in a document entitled Personnel Rules and Merit System. These rules are enacted pursuant to Town Charter section 7.2 entitled classified service. In this section, a pay plan is established for all positions in the classified service (subsection (c)) and that the mayor shall prepare 'a set of personnel rules which shall provide, among other things, for the method of holding competitive examinations, administration of the classification plan, probationary periods of employment, hours of work, vacations, sick leaves and other leaves of absence, removals and such other rules as may be necessary to provide an adequate and systematic procedure for the handling of the personnel affairs of the town (subsection (d)). Such rules become effective upon filing of such rules with the Town Clerk and distributed to all members of the classified service.

Although this authority for these rules is based on Town Charter section 7.2, the rules over time --predating the current mayor -- have been extended to town directors and others who are not in the classified service. This seems in conflict with the Town Charter provision providing that the authority for compensation for non-classified service personnel is placed in the Town Council.

Given the potential problems with providing compensation above legally established pay grid amount for directors and non-classified service employees however well-intentioned and deserved and given that numerous provisions of the town's personnel rules for classified service have been extended inappropriately, again however well intentioned, to positions outside the classified service, we believe it is appropriate for the Town Council's Investigations and Audit subcommittee to jointly work with the Town Council's Personnel and Pensions Subcommittee to determine the appropriate course of action to bring compensation levels of those positions outside the classified service into line with the market rate for such similar positions and consistent with the compensation for those positions in classified service which serve under such directors or non-classified personnel.


It is important that such matters which are critically important to the hard-working members of the non-classified service are handled appropriately in recognition of their dedication to the people of East Hartford while at the same time handled consistent with the Town Charter and Town Ordinances.

Therefore, we recommend the Town Council adopt the following motion:

Move that the Town Council refer the issue of payments outside the established pay grid for town directors and non-classified personnel and the issue of compensation provided to positions outside the classified service pursuant to the Personnel Rules and Merit System to the Investigations and Audit Subcommittee to review such issues in coordination with the Personnel and Pensions Subcommittee and make recommendations for addressing these issues to ensure that all compensation is established pursuant to the Town Charter and that such compensation ensures that the town has compensation levels that will attract highly qualified people to those positions.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 24, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Municipal Water Coordinator – Referral to the Ordinance Committee

Please see the enclosed memo from Assistant Corporation Counsel Rich Gentile. We have been asked by William Turley MS. AEM, Region 3 Coordinator, Connecticut Division of Emergency Management and Homeland Security, to name a Town Municipal Water Coordinator to act as a point of contact within the municipality.

I have determined that the individual holding the position of Director of Public Works is best qualified to understand and handle such duties. This designation is best made through Ordinance by amending the Director of Public Works Qualifications as set forth in Article 22, section 2-115, of Town Ordinances as suggested by the Assistant Corporation Counsel.

Please place on the Town Council Agenda for the October 6th, 2020 Town Council meeting.

Thank you.

C: R. Gentile, Assistant Corporation Counsel

MEMORANDUM
OFFICE OF THE CORPORATION COUNSEL

To: Mayor Marcia A. Leclerc
From: Richard P. Gentile
RE: Municipal Water Coordinator
Date: September 24, 2020

You have been asked by William Turley MS, AEM, Region 3 Coordinator, Connecticut Division of Emergency Management and Homeland Security, to name a Town Municipal Water Coordinator to act as a point of contact within the municipality to: (i) receive information from the State and public water companies concerning water systems, water usage and local drought conditions; and (ii) share such information with the public. You have determined that the individual holding the position of Director of Public Works is best qualified to understand and handle such duties.

This designation is best made through Ordinance. I recommend that you ask the Town Council to refer this matter to their Ordinance-Committee for action and recommendation to the full Council. I believe the designation can be easily addressed by amending the Director of Public Works Qualifications as set forth in Article 22, section 2-115, of Town Ordinances. At the end of the section concerning the Director of Public Work's qualifications, I suggest adding the following:

The Director of Public Works shall be designated the Town's Municipal Water Coordinator to act as the Town's primary point of contact with the State, regional and local agencies, and public water suppliers to receive information concerning water systems, drought conditions and impacts, and related information, and to timely disseminate such information to the public. In this role, the Director of Public Works shall regularly communicate with the Town's Emergency Management Director.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 28, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: REFERRAL: Pension Contract for Tele Communicators

Attached is the retirement contract for the Tele Communicators for Public Safety. This tentative agreement was settled on July 22, 2020 with the Police Chief, Benefits Administrator and the Teamsters union representative. The union ratified the retirement contract on August 11, 2020. It is now submitted for the Town's review.

The following is noted for this contract. The only changes that have been made:

- This contract is for a 10-year duration; July 1 2020 – June 30, 2030.
- The low pension factor of 2.2% continues with this proposed contract.
- The only changes of this contract is the new start date, time period of the contract, the names of the new Human Resource Director and Union Representatives. (page 29)
- At this time only 3 of the 15 tele communicators may possible retire within the time period of the contract.

As the financial terms of the contract have not changed since the previous version dated 2015, a financial analysis was not required. Please place on the Town Council Agenda for the October 6th, 2020 Town Council meeting.

Thank you.

C: T. Buchanan, Human Resources Director
S. Sansom, Chief of Police

HUMAN RESOURCE DEPARTMENT

TO: Leclerc, Marcia; Town Council
FROM: Theresa Buchanan, HR Director
SUBJECT: Pension Contract for Tele Communicators
DATE: 09/28/2020

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The following is noted for this contract. The only changes that have been made:

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- The only changes of this contract is the new start date, time period of the contract, the names of the new Human Resource Director and Union Representatives. (page 29)
- At this time only 3 of the 15 tele communicators may possible retire within the time period of the contract.

As the financial terms of the contract have not changed since the previous version dated 2015, a financial analysis was not required. Let me know if there are additional questions.

RETIREMENT PLAN
for
FULL-TIME TELECOMMUNICATIONS OPERATOR-PUBLIC SAFETY
EMPLOYEES
of
THE TOWN OF EAST HARTFORD
Amended and Restated July 1, ~~2015~~2020



ID # 06-6001989
Contact: Sandra L. Franklin, Benefits Administrator
Town of East Hartford, Human Resources
(860) 291-7223

Retirement Plan
For Full-Time Telecommunications Operator-Public Safety Employees
Of
The Town of East Hartford

PREAMBLE

WHEREAS, the Town of East Hartford, Connecticut (the "Town"), established the Retirement Plan for Full-Time General Employees of the Town of East Hartford (the "Plan") for eligible employees, effective June 27, 1941, and has subsequently been amended from time to time. The original plan and all amendments were ratified by the Town Council and are incorporated into this restated plan.

WHEREAS, the Retirement Board, in accordance with its authority granted under the Ordinances of the Town of East Hartford, Connecticut and the Plan does hereby amend and restate the Plan in its entirety effective July 1, ~~2015~~ **2020** unless otherwise required by federal legislation or as set forth in the Plan.

NOW, THEREFORE, the Plan, as amended and restated effective July 1, ~~2015~~ **2020** is hereby received by the Retirement Board, amending and restating the Retirement Plan for Full-Time Telecommunications Operator-Public Safety Employees of the Town of East Hartford. This Plan has been amended to comply with the following legislation. Tax Reform Act of 1986 (TRA '86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86), the Omnibus Reconciliation Act of 1987 (OBRA '87), the Technical and Miscellaneous Revenue Act of 1988 (TAMRA), the Omnibus Budget Reconciliation Act of 1989 (OBRA '89), the Unemployment Compensation Act of 1992 (UCA '92), the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Small Business Job Protection Act of 1996 (SBJPA '96) the Taxpayer Relief Act of 1997 (TRA '97) and subsequent legislation.

Each provision in this revised document is deemed to be effective as of the effective date required by each respective and applicable law unless otherwise stated in the Plan. Unless otherwise stated herein, the rights of Employees who terminated service on or before June 30, 2005 ~~2015~~ shall be governed by the terms of the Plan and/or applicable collective bargaining agreement in effect at the time of termination of service.

This Plan is intended to be a governmental plan under Section 414(d) of the Internal Revenue Code and "qualified" as such under Section 401(a) of the Internal Revenue Code.

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ARTICLE I – DEFINITIONS

Section 1.01. Actuary.

The term “Actuary” shall mean a member of the Society of Actuaries, or an organization employing such a member, appointed and compensated by the Retirement Board to render actuarial and/or consulting services with respect to the Retirement System.

Section 1.02. Continuous Service.

- (a) The term “Continuous Service” shall mean uninterrupted employment of an Employee with the Town. Continuous Service with the Town shall not be broken in the event of: (i) absence approved by the Retirement Board, during any period not in excess of one year, except that the Retirement Board may consent to extend the period of leave; or (ii) absence from work because of occupational injury or disease incurred as a result of employment with the Town, for which absence an Employee shall be entitled to Workers’ Compensation payments.
- (b) An Employee shall not receive Credited Service in the case of the period of absence set forth in section 1.02(a), above, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Employee will again accrue Credited Service.
- (c) Non-Work Periods Credited. Except as provided in this Section 1.02(c), a Participant shall not receive Credited Service for periods of absence from employment during which he receives no compensation from the Town and does not make Participant Contributions.
 - (1) Military Service. The Retirement Plan will grant Credited Service and years of vesting service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) for a Participant who was an Employee immediately before the commencement of military service as defined in USERRA, provided such Participant returns to employment with the Town within the “Required Period” of time set forth in paragraphs (2)(A) through (D) below. Credited Service shall only be granted if the Participant fulfills the requirements of paragraph Section 1.02(c)(3).
 - (2) Required Period. Under USERRA, the “Required Period” depends on the length of Military Service. In general, the Required Period is:
 - (A) one day after a Participant’s Military Service ends (if such service was less than 31 days);
 - (B) 14 days after a Participant’s Military Service ends (if such service was more than 30, but less than 181 days); and
 - (C) 90 days after a participant’s Military Service ends (if such service was more than 180 days).
 - (D) If a Participant is hospitalized for or recovering from an illness or injury that was incurred or aggravated during Military Service, USERRA requires that such Participant register for reemployment with the Town as

soon as he has recovered. Except as otherwise provided by USERRA, this recovery period cannot exceed two years.

- (3) A Participant who enters the Armed Forces of the United States for a period of not more than five years (consecutive or individual years), is separated from active duty under conditions other than a dishonorable discharge, and returns to or makes himself available for work within the period specified in Section 1.02(c)(2)(A)-(D), shall be granted not to exceed one year of Credited Service for vesting purposes only in any one Calendar Year, up to a maximum of five years of Credited Service for vesting purposes, for such active duty in the Armed Forces.
- (4) A Participant returning from military service who meets the requirements of Section 1.02(c)(1)-(2) shall have the right to make up his Employee Contributions and thereby receive Credited Service for benefit accrual purposes equal to his period of military service, to a maximum of five years of Credited Service. Such Participant must notify the Retirement Board upon reemployment of his desire to repay his Employee Contributions. Such Contributions shall be made either in a lump sum payment or on a post-tax basis over a period equal to the lesser of (1) three times his military service or (2) five years. The amount of Employee Contributions owed to the Plan shall be equal to—
 - (A) the Employee contribution rate in effect immediately before the commencement of military service, multiplied by
 - (B) the Employee's earnings for the preceding 12- month period prior to his military service, multiplied by
 - (C) the number of years and months of military service, to a maximum of five years; plus
 - (D) compounded interest at the rate of four (4%) percent annually.
- (5) To the extent required by USERRA, a Participant must inform the Town in writing before entering Military Service to be eligible for years of Credited Service for vesting purposes as described above.

Section 1.03. Credited Service.

- (a) The term "Credited Service" shall mean the number of full years of Continuous Service and fractions thereof to the nearest completed month with the Employer, plus any service that is required to be credited under Section 1.02, above, as determined by the Retirement System to the earlier of his date of termination of employment, or his actual retirement date. A Participant will not receive Credited Service for any period of which he is eligible hereunder if he does not make the necessary Employee contribution as described in Article II.
- (b) Credit for Military Service Prior to Employment with the Town. An active Employee in the Town's employment as of March 1, 1988, who served in the U.S. military on active, full-time duty for one or more years prior to the date of his employment may buy back, in whole years, up to 4 years of that service time for purposes of his pension accrual. In order to have been eligible to "buy back" such military service, eligible Employees must

have advised the Director of Human Resources, in writing, of their desire to do so prior to March 1, 1989. Employees hired after March 1, 1988, must advise the Director of Human Resources, in writing, within 90 days of their date of hire of their desire to “buy back” any such military time. The cost to the Employee of this “buy back” shall be determined by the Plan’s Actuary and shall be equal to a percentage of such Employee’s salary for each year purchased (maximum four (4) years). Purchase must be made in full year increments with a minimum purchase of one (1) year. Employees will have up to three (3) years to make payment to the Retirement Board through any means acceptable to the Retirement Board. Any additional years of military service time that is purchased shall be added to an Employee’s Credited Service at actual retirement, and are not includable for the “Rule of 75” eligibility or for any eligibility purposes to attain any benefit under this Retirement Plan.

Section 1.04. Early Retirement Date.

The term “Early Retirement Date” shall mean the date upon which a Participant becomes eligible for an early retirement pension benefits pursuant to section 6.03.

Section 1.05. Effective Date.

The effective date of the Retirement System was originated by the State Legislature on June 27, 1941; however, as used hereafter, the term “Effective Date” shall mean July 1, ~~2015~~ 2020.

Section 1.06. Employee.

The term “Employee” shall mean a full-time active Telecommunications Operator Employee in the service of the Town of East Hartford, who is not in the uniformed service of the Fire or Police Departments or covered by the Connecticut State Teachers’ Retirement System, the General Employee Pension Plan or Defined Contribution Plan or the Board of Education Paraprofessional Pension Plan.

Section 1.07. Employer.

The term “Employer” shall mean the Town of East Hartford.

Section 1.08. Final Average Salary.

(a) **In General.** The term “Final Average Salary” shall mean the Employees’ average annual pay, including overtime, holiday, longevity payments, and vacation pay as calculated from the following three options of which 36 full months of earnings will be included in the calculation of the Employees’ Final Average Salary. The Employees shall be provided the highest annual average compensation resulting from these three calculations.

- The highest 36 months service for three consecutive plan years;
- Averaging: The last plan year of employment includes the number of full months of employment and salary in such plan year, the previous two plan years and the average of the fourth plan year. For example, retirement date of 10/1/14, FAS calculation will include 3 months of the 2014 plan year, plan years 2013 and 2012, and 75% (9/12) of plan year 2011;

- **Actual:** The last plan year of employment includes the number of full months of employment and salary in such plan year, the previous two plan years and actual earnings of the fourth plan year for a total of 36 consecutive months. For example, retirement date of 10/1/14, FAS calculation will include actual earnings from 10/1/2011-9/30/2014.

Final Average Salary shall also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine Final Average Salary. In addition, Final Average Salary shall include any lump sum payments resulting from unused accrued terminal/sick leave and unused vacations, subject to the maximums contained in the collective bargaining agreement.

- (b) **Special Rule for Employees Hired After December 1, 1996.** For Employees hired after December 1, 1996, the lump sum payment for unused accrued terminal/sick leave shall not be included in the determination of Final Average Salary; however, the lump sum payment for unused vacation shall be included in the determination of such Final Average Salary.

Section 1.09. Interest.

The term “Interest” shall mean interest compounded annually on the last day of the Plan Year at the current rate of four percent (4%), as that rate may be determined and adjusted from time to time by the Retirement Board.

Section 1.10. IRC.

The term “IRC” means the Internal Revenue Code of 1986, as it may be amended from time to time. Reference to a section of the Code shall include that section and any comparable section of any future legislation that amends, supplements or supersedes said section.

Section 1.11. Joint Pensioner.

The term “Joint Pensioner” shall mean any person entitled to receive a Joint Pension after the death of an Employee pursuant to Article VII.

Section 1.12. Normal Retirement Age.

The term “Normal Retirement Age” shall mean the date upon which an Employee reaches his or her Normal Retirement Date as that term is defined in Section 6.01.

Section 1.13. Participant.

The term “Participant” shall mean an Employee who has satisfied the Eligibility requirements set forth in Article III.

Section 1.14. Permanently and Totally Disabled.

- (a) **Non-Service Connected Disability.** The term “Permanently and Totally Disabled” for purposes of the Non-Service Connected Disability Benefit shall mean that an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in any regular gainful employment or occupation, and that such disability was not the result of the Employee’s own willful misconduct or resulting from service in the Armed Forces of any country for which a service connected government disability award is payable and is expected to be permanent and continuous for the remainder of the Employee’s life.

- (b) **Service Connected Disability.** The term “Permanently and Totally Disabled” for the Service Connected Disability Benefit shall mean that an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in or perform the normal duties of his regular occupation with the Town, and that such disability was not the result of the Employee’s own willful misconduct or resulting from service in the Armed Forces of any country for which a service connected government disability award is payable, and is expected to be permanent and continuous for the remainder of the Employee’s life.
- (c) **Willful Misconduct.** For purposes of this Retirement Plan, willful misconduct shall be construed to include, but is not limited to, the following events:
 - (1) disability resulting from an intentionally self-inflicted injury;
 - (2) disability that was contracted, suffered or incurred while the Employee was engaged in or resulted from having engaged in a felonious enterprise;

Section 1.15. Pension or Pensions.

The term “Pension or Pensions” shall mean a payment made to a Retired Employee, Vested Employee or such individual’s Joint Pensioner according to the provisions of this Retirement System, other than a return of contributions with Interest.

Section 1.16. Plan Year.

The term “Plan Year” shall mean the 12 months from July 1st of any year to June 30th of the following year, both dates inclusive.

Section 1.17. Regular Compensation.

- (a) **In General.** The term “Regular Compensation” shall mean the annual salary or wages of an Employee for services with the Town, including overtime, holiday, longevity payments and vacation pay. It shall also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine Final Average Salary. Effective for Employees hired on or after July 1, 1996, the amount of pay, for purposes of this section shall be limited to a maximum of \$150,000 in a calendar year, or such other amount as prescribed by the Secretary of the Treasury pursuant to IRC §401(a)(17). For employees hired prior to December 1, 1996, Regular Compensation shall also include any lump-sum payment resulting from unused accrued terminal/sick leave and unused vacation (subject to the maximums contained in the appropriate collective bargaining agreements).
- (b) **Special Rule for Employees Hired After December 1, 1996.** For Employees hired after December 1, 1996, the lump sum payment for unused terminal/sick leave shall not be included in the determination of Regular Compensation; however, the lump sum payment for unused vacation shall be included in the determination of Regular Compensation.

Section 1.18. Required Beginning Date.

The term “Required Beginning Date” shall mean the later of April 1 of the calendar year following the calendar year in which a Participant reaches age 70½ or terminates employment.

Section 1.19. Retired Employee.

The term "Retired Employee" shall mean a former Employee continuously employed by the Town until the commencement of a Pension, who meets the requirements to receive a Normal, Early or Disability Pension from the Town and who is receiving a Pension provided for hereunder. A Vested Employee as defined in Section 1.23 below will not be considered a "Retired Employee."

Section 1.20. Retirement Board.

- (a) **Membership.** The term "Retirement Board" shall mean the Board herein created for the administration of the Retirement System. The Board shall consist of five members, not more than three of whom shall belong to any one political party as follows: A member of the Town Council; the Town Treasurer; and three citizens of the Town of East Hartford, one of whom shall be a member of the Retirement System as selected by a coalition of the various bargaining groups of the Town.
- (b) **Appointment and Term.** All members, except the Town Treasurer, shall be appointed by the Mayor, with consent of the Town Council. The Town Treasurer and the member representing the Town Council shall be appointed for a term of two years; the other three members shall be appointed for terms of five years, and their respective successors shall be appointed for five-year terms, provided, the term of office of such member shall continue until his successor shall be appointed and shall have qualified.
- (c) **Vacancies.** In the event of a vacancy on said Board, such vacancy shall be filled in the same manner as the member so to be succeeded was appointed or elected. In no event shall any person remain a member of said Board, except during the time he continues to be a member of the Board or body from which he was appointed or elected.
- (d) **Compensation.** The members of the Retirement Board shall serve without compensation.
- (e) **Authority of Board.** The Board shall make bylaws and regulations that are consistent with the law; shall employ such actuarial, medical, clerical and other services as may be necessary for the proper operation of the Retirement System, and shall do all things necessary and proper toward carrying out the purpose for which the Retirement system was created.
- (f) **Administrative Expenses.** The Board shall submit annually to the Town Council a schedule of its estimated expenses necessary for the administration of this Retirement System, and all such expenses of administration shall be paid by the Town.
- (g) **Board is Trustee.** The Board shall be the Trustee of the funds herein created and shall have full control and management thereof, with power to invest and reinvest the same in accordance with the laws of the state governing the investment of trust funds.
- (h) **Authority to Enter into Group Annuity Contract.** The Retirement Board may enter into a group annuity contract with any insurance company authorized to transact business in the State of Connecticut to insure the entire Retirement Plan or such portion thereof as the Board shall deem advisable, provided any such contract, before actually being consummated, shall be approved by a two-thirds (2/3) vote of the Town Council.

Section 1.21. Retirement Fund.

The term "Retirement Fund" shall mean the fund derived from contributions made as herein provided for the payment of Pension benefits to Retired Employees under this Retirement System.

Section 1.22. Retirement System/Retirement Plan.

The term "Retirement System" or "Retirement Plan" shall mean the plan of retirement and other benefits for Telecommunications Operator-Public Safety Employees of the Town of East Hartford as set forth in and by this document and all subsequent amendments thereto, and, as used herein, excludes all other Town pension plans.

Section 1.23. Vested Employee.

The term "Vested Employee" shall mean any former Employee who terminates employment and who subsequently qualifies for a deferred vested Pension under Article VIII, relating to termination of service.

Section 1.24. Vested Status.

The term "Vested Status" shall mean the attainment by the Employee of a nonforfeitable right to a pension benefit.

- (a) Vested Status means the completion of five (5) years of Credited Service;
- (b) Periods of time during which an Employee is on leave under the Family and Medical Leave Act (up to 501 hours) or military service in accordance with 1.02 shall be counted for purposes of determining Vested Status.

ARTICLE II – CONTRIBUTIONS

Section 2.01. Employee Contributions.

Effective September 1, 2006 the rate of contribution to be made by a Participant in the Retirement Plan shall equal 8% of Regular Compensation. Such Employee contribution will cease to be contributed at the end of the Plan Year when the allowable maximum pension benefit amount is attained as defined in Section 4.04.

Section 2.02 Employer Contributions.

- (a) At least once every two years, the Retirement Board shall be required to have an Actuary perform an actuarial valuation of the assets and liabilities of the Retirement System and the amount of contributions from the Employer, in addition to the Employee Contribution, that will be necessary to adequately finance the benefits under the Retirement System.
- (b) On the basis of each valuation, the Town shall pay the Retirement Board each year, an amount that will meet the actuarial cost of current service or normal cost and, until it is amortized, the unfunded accrued liability.
- (c) The annual appropriation by the Town for each of the 25 Plan Years, beginning October 1, 1987 shall be the sum of the normal cost for the year and the annual payment that would be required, on a level basis, to amortize the unfunded accrued liability over 25 years from October 1, 1987. The appropriation for each Plan Year thereafter shall be the normal cost for the year.
- (d) Any proposal that would change the benefits payable or Employee Contributions required under the Retirement System shall be accompanied by an estimate by the Actuary of the additional appropriations by the Town that will be required to finance the additional normal cost and to amortize, on a level basis, the additional accrued liability over 30 years from the effective date of change.

Section 2.03 Employer Pick-Up Contributions.

Effective July 1, 1998, pursuant to §414(h)(2) of the Internal Revenue Code, the Town shall pick-up and pay the contributions that otherwise would be payable by each Employee. The contributions so “picked-up” shall be treated as Employer contributions for purposes of determining the amounts of federal income taxes to withhold from each Participant’s Regular Compensation.

Employee Contributions picked-up by the Town shall be paid from the same source of funds used for the payment of salaries to Employees. A deduction shall be made from each Employee’s Regular Compensation equal to the amount of the Employee Contributions picked up by the Town, provided that such deduction shall not reduce the Employee’s Regular Compensation for purposes of computing benefits under this Plan.

Employee Contributions picked-up by the Town shall be credited to a separate account for each Employee, so that Employee Contributions made prior to July 1, 1998, may be distinguished from the Employee Contributions picked-up by the Town on and after July 1, 1998.

ARTICLE III – ELIGIBILITY

Section 3.01. Employees Who Were Eligible Employees on December 1, 1996.

An Employee who was an eligible Employee in the Retirement System on December 1, 1996, will remain an eligible Employee thereafter, subject to the provisions of this Retirement System.

Section 3.02. Employees Entering Service after December 1, 1996.

An Employee who enters the service of the Town on or after December 1, 1996, will become an eligible Employee if the following conditions are met:

- (a) Employees Under Age 45. An Employee who has not yet attained his 45th birthday must become covered under the Retirement System within three months after his employment commences as a condition of employment;
- (b) Employees Who Have Attained 45th birthday. An Employee who has attained his or her 45th birthday, shall not be required to become covered under the Retirement System as a condition of employment. If, however, such Employee does not apply within three months of entering the service of the Town, he must do so within two years of his employment date. To be credited with his service rendered prior to his application for admission, such Employee must contribute to the Plan all required Employee Contributions for such period, together with Interest thereon;
- (c) Mandatory Nature of Employee Contributions. All Employees must make their Employee Contributions while eligible to do so. No Credited Service will be granted during any period when the Employee does not make the necessary contributions to the Retirement System except to the extent otherwise required by applicable law.

ARTICLE IV – AMOUNT OF PENSION

Section 4.01. Benefits and Their Payment.

Subject to the maximum and minimum limitations set forth herein, the Retirement Board shall pay each Employee who has retired according to the provisions of Article VI, a Pension for life in an amount determined from Part A or B, whichever applies.

Part A: Benefits at Normal Retirement shall equal 2.2% of the Employee's Final Average Salary multiplied by the number of years and full months of his Credited Service. One-twelfth (1/12) of this amount shall be paid monthly.

Part B: Benefits at Early Retirement shall equal 2.2% of the Employee's Final Average Salary multiplied by the number of years and full months of his Credited Service reduced by .4167 percent (5% per year) for each full month by which the date the Employee retires precedes his Normal Retirement Date. One-twelfth (1/12) of this amount shall be paid monthly.

Section 4.02. Adjustments to Pensions.

Commencing July 1, 1989, the Retirement Board shall cause a study to be made by the Plan's Actuary every three Plan Years on the then current status of Pensions being paid to all Retired Employees, and the effect of economic conditions on payments being made to such Retired Employees. Such study shall be submitted to the Mayor for submission to the Town Council; which shall have the right, in its sole discretion, to provide for an increase in the Pensions of Retired Employees.

Section 4.03. Minimum Monthly Pension.

The minimum monthly Pension for a Participant who retires on his Normal Retirement Date, in accordance with this Article IV, shall equal one hundred and twenty-five dollars (\$125) per month, provided the Employee has completed at least 20 years of Credited Service.

Section 4.04. Maximum Benefit.

- (a) Benefits with respect to a Participant may not exceed the limitations set forth in Article XII. This section does not constitute an election under IRC §415(b)(10)(C).
- (b) Notwithstanding the foregoing, the maximum yearly accrued Pension for an Employee who retires under this Retirement System shall not exceed 70% of such Employee's Final Average Salary.

Section 4.05. Deferred Vested Pension.

The amount of Pension to be provided for a terminated Employee who has met the vesting requirements of Section 8.01 shall be the amount of Pension accrued to the Employee's date of termination using Final Average Salary and Credited Service to such date. Such Pension shall be based on the Retirement System provisions in effect at the time the Employee terminated employment with the Town.

Section 4.06 Minimum Distribution Requirements.

- (a) The payment of benefits to a Participant who is eligible for a Pension shall begin no later than the Required Beginning Date.
- (b) For purposes of this subsection, a Participant's Required Beginning Date shall be April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, whichever is later.
- (c) A Participant's entire interest in the Plan must be distributed over the life of the Participant or the lives of the Participant and a designated beneficiary, over a period not extending beyond the life expectancy of the participant or the life expectancy of the participant and designated beneficiary.
- (d) When a Participant dies after distribution of benefits has begun, the remaining portion of the Participant's interest shall be distributed at least as rapidly as under the method of distribution that was in effect prior to the Participant's death.
- (e) When a Participant dies before distribution of benefits has begun, the entire interest of the Participant shall be distributed within five years of the Participant's death. The five-year payment rule does not apply to any portion of the Participant's interest that is payable to a designated beneficiary over the life or life expectancy of the beneficiary and which begins within one year after the date of the Participant's death. The five-year payment rule does not apply to any portion of the Participant's interest that is payable to a surviving spouse over the life or life expectancy of the spouse which begins no later than the date the Participant would have reached age 70½.

ARTICLE V – DISABILITY PAYMENTS

Section 5.01. Permanently and Totally Disabled.

An Employee shall be deemed to be Permanently and Totally Disabled within the meaning of this Retirement System only if the Retirement Board, in its sole and absolute discretion shall determine on the basis of medical evidence that the Employee is Permanently and Totally Disabled.

Section 5.02. Medical Examination.

Employees applying for disability retirement shall be required to submit to examination, at the expense of the Retirement Board, by at least two (2) impartial physicians or psychiatrists selected by the Retirement Board, and such Employee may be required to submit to a re-examination no more than once every 12-month period.

Section 5.03. Service Connected Disability.

- (a) Any Employee covered under this Retirement System, who becomes Permanently and Totally Disabled during the course of performing essential duties pertaining to his employment, shall be eligible to receive a Service Connected Disability Pension. The amount of such Service Connected Disability Pension shall equal fifty percent (50%) of the disabled Employee's Final Average Salary or his annual rate of pay (whichever is greater) at the time of such disability, plus an additional 2.2% of such compensation for each year of Credited Service in excess of 25 years, subject to a maximum Pension of 70% of Final Average Salary. One-twelfth (1/12) of this amount shall be paid monthly.
- (b) In no event shall payments under this section, together with any regular benefits awarded under the Connecticut Workers' Compensation Act (excluding any special awards such as loss of limb, eye, etc. provided for in Section 31-308 and 31-308a of the Connecticut General Statutes) and any disability awards under Social Security, exceed one hundred percent (100%) of Final Average Salary or the annual rate of pay being paid to the disabled Employee at the time of disability.
- (c) No former Employee who is retired with a Service Connected Disability Pension Benefit shall be permitted to earn from any form of employment, including self-employment, a sum which when added to his Disability Pension, exceeds the current annual rate of pay for the position the former Employee had at the time of his disability retirement.

Section 5.04. Non-Service Connected Disability.

An actively employed Employee under this Retirement System who has at least 5 years of Credited Service and becomes Permanently and Totally Disabled shall be eligible to receive a Non-Service Connected Disability Pension. The amount of such Non-Service Connected Disability Pension shall equal 2.2% of the Employee's Final Average Salary multiplied by the number of years and full months of his Credited Service. One-twelfth (1/12) of this amount shall be paid monthly. Such Pension shall be subject to the maximum and minimum limitations stated in the Plan.

Section 5.05 Medical Evidence.

The Retirement Board may, from time to time, call for medical evidence that the Employee continues to be Permanently and Totally Disabled. In the event that the Retirement Board shall, upon competent medical evidence, conclude that the disability for which the Employee is receiving a Pension no longer exists, or if it is established that such Employee is engaged in any regular gainful employment or occupation, the Retirement Board shall thereupon order a discontinuance of the Pension payable to such former Employee.

Section 5.06. Cessation of Disability.

Such disability payments will end immediately before the earlier of the following dates:

- (a) the date the Employee ceases to be Permanently and Totally Disabled by death or recovery; or
- (b) the date he reaches his sixty-fifth (65th) birthday, at which time he will receive Pension payments in accordance with Section 4.01, Part A, in the same amount as his Disability Pension.

ARTICLE VI – RETIREMENT DATE

Section 6.01. Normal Retirement.

- (a) The Normal Retirement Date is the day of the month named by the Employee on which the later of the following occurs:
 - (1) attainment of age 65 and completion of 5 years of Credited Service; or
 - (2) 25 years of Credited Service
- (b) Rule of '75 – Effective July 1, ~~2015~~ 2020, an Employee will be eligible to retire and receive a Normal Retirement Pension, provided such Employee's combined attained age in whole years and Credited Service in whole years equals 75

Section 6.02. Deferred Retirement.

Employee contributions will be allowed until the Employee's actual retirement date. If an Employee works after his Normal Retirement Date, his Pension shall accrue to his actual retirement date, subject to the maximum yearly pension of 70% of his Final Average Salary.

Section 6.03. Early Retirement.

- (a) Employees Entering Town Employment on or after March 1, 1983. An Employee entering Town employment on or after March 1, 1983 who has attained the age of fifty-five (55) years shall be eligible for retirement if he has completed 5 years of Credited Service at the time of retirement.

Section 6.04. Timing of Pension Payments.

All Pension payments shall become due and payable on the last day of each calendar month, provided the initial Pension payment shall be computed as the pro rata of the amount of Pension corresponding to the fraction of the month elapsed since the effective date of retirement.

Section 6.05. Re-employment of Retired Employees.

If a Retired Employee is re-employed by the Town, his Pension shall cease with the last payment due prior to his re-employment. Pension payments shall again become payable following subsequent termination of employment.

ARTICLE VII – PENSION PAYMENT OPTION

Section 7.01. Normal Form of Payment.

A Retired Employee's Pension is normally payable in the form of a monthly benefit for such Employee's lifetime, commencing on his actual retirement date and ceasing with the last payment due immediately preceding the Retired Employee's death.

Section 7.02. Joint Pension Option.

- (a) In lieu of receiving a Pension in the form of a single life annuity as provided in Section 7.01, a Retired Employee may elect to receive his Pension as a 100% or 50% Joint Pension Option. Under such form, the Retired Employee shall receive a lifetime monthly Pension that is actuarially adjusted in accordance with the applicable factors determined from Table 1. Upon the Retired Employee's death, his Joint Pensioner, if living, shall be entitled to a lifetime monthly Pension equal to 100% or 50% (depending on the Option selected) of the Retired Employee's adjusted monthly Pension.
- (b) If the Joint Pensioner is more than 30 years younger than the Retired Employee, the benefit otherwise payable to the Joint Pensioner under this Option shall be limited so that the value of the Pension payable to the Retired Employee shall not be less than fifty percent (50%) of the value of the Retired Employee's total original Pension, calculated as of the Retired Employee's actual retirement date.
- (b) The monthly Pension payment to the Joint Pensioner shall commence on the last day of the month in which the Retired Employee dies, if the Joint Pensioner is then living, and shall cease with the last payment due for the month in which the Joint Pensioner's death occurs.
- (c) If the Joint Pensioner dies before the Employee's actual retirement date, the unreduced Pension in the form of a single life annuity automatically will become payable to the Retired Employee as if the Joint Pension Option had not been elected. If the Joint Pensioner predeceases the Retired Employee after retirement, the Pension payments shall cease upon the Retired Employee's death. No monthly Pension shall be payable to the Joint Pensioner if the Employee dies before his first Pension payment becomes due.
- (d) If an Employee who has elected the Joint Pension Option dies after becoming eligible to retire on his Normal Retirement Date and prior to his actual retirement date, the Joint Pensioner, if living, shall become a survivor annuitant and shall be entitled to benefits payable for such survivor annuitant's lifetime. The monthly amount of such benefit shall equal the amount which would have been payable to the Joint Pensioner had the Employee retired on the date of his death with the Joint Pensioner Option operative.

Section 7.03 Election of Joint Pension.

The Joint Pension Option may be elected by an Employee by written notice to the Retirement Board at least one (1) year before the Employee's actual retirement date, or at any time prior to his actual retirement date, if the Employee submits satisfactory evidence of his good health to the Retirement Board.

Section 7.04. Changing the Election.

In no event shall the consent of any person entitled to receive payments upon the death of the Employee be required for an Employee to revoke or change the Joint Pension Option. Anything in this Plan to the contrary notwithstanding, an Employee shall not have the right, prior to his retirement, to irrevocably elect to have all or part of his interest in this Plan, which would otherwise become available to him during his lifetime, paid only to his beneficiary after his death.

ARTICLE VIII – TERMINATION OF SERVICE

Section 8.01. Termination without Vested Rights.

An Employee entering the Town employment on or after March 1, 1983 who terminates employment before he has completed at least 5 years of Credited Service with the Town shall lose his eligibility for Pension benefits and he shall receive his Employee Contributions with Interest up to his date of termination as described above.

Section 8.02. Termination with Vested Rights.

An Employee who meets the eligibility requirements described in Section 8.01, and who does not elect to receive his Employee Contributions with Interest, may elect to receive a Pension on his Normal or Early Retirement Date equal to the applicable amount determined pursuant to Article IV. Terminated Vested Employees who die before or after retirement shall receive a Death Benefit as determined in Sections 9.01 and 9.02, namely, the return of their Contributions with Interest up to their date of death or retirement, whichever is earlier, less any Pension payments received after retirement.

ARTICLE IX – DEATH BENEFITS

Section 9.01 Before Retirement.

Upon the death of an Employee before his Retirement Date, if such Employee's spouse, is not eligible for the Spouse's Benefit under Section 9.04, the Employee's named beneficiary shall receive a Death Benefit equal to the Employee's Contributions with Interest. If there is no named beneficiary, such Death Benefit shall be paid to the estate of the deceased Employee.

Section 9.02. After Retirement.

Upon the death of a retired Employee who did not elect to receive the optional form of Pension, as described in Article VII, his named beneficiary shall receive a Death Benefit equal to such deceased Employee's Contributions with Interest less any Pension benefits received by the Employee prior to his death. If there is no named beneficiary, any such Death Benefits shall be paid to the estate of the deceased Employee. If such Employee elected to receive the optional form of Pension, the provision of such option shall govern, and there shall be no Death Benefit upon the death of the last survivor.

Section 9.03. Beneficiaries.

- (a) An Employee may name a beneficiary to receive the Death Benefit due on or after his death by written request filed with the Town. With the consent of the Town, he may name two (2) or more co-beneficiaries or successor beneficiaries. If an Employee names two (2) or more persons as beneficiaries, such persons or their survivors shall be considered co-beneficiaries unless he provides otherwise.
- (b) An Employee may change any named beneficiary from time to time by written request filed with the Town. The consent of his beneficiary is not required to any naming or changing thereof. Such request is effective when the Employee signs the written request, whether or nor he is living at the time the request is received by the Town, but without prejudice for any payments made before receipt of the request.

Section 9.04. Spouse's Benefit.

- (a) Upon the death of an Employee prior to his actual Retirement Date, the spouse of such deceased Employee shall be eligible to receive Pension payments if:
 - (1) the Employee was an active Employee of the Retirement System (or was on authorized leave of absence) and was making the necessary Employee Contributions.
 - (2) the Employee entered Town employment on or after March 1, 1983, had completed five (5) years of Credited Service, had not terminated employment with the Town at the time of his death and had reached his fifty-fifth (55th) birthday.
 - (3) the Employee had been married to his present spouse for at least one (1) year and such marriage was performed before proper civil or religious authority.
 - (4) (A) the Employee had duly elected that his spouse be eligible as sole beneficiary; or

- (B) the spouse elects to be eligible for the Spouse's Benefit within 90 days after the Employee's death. In no event shall the spouse receive this benefit and the return of the deceased Employee's Contributions with Interest.
- (b) The monthly amount of Pension payable to the spouse shall equal the Employee's accrued monthly Pension on the date of his death, as determined from Section 4.01, Part A, adjusted by the 100% Joint Pension factor determined from Table 1. This amount shall be reduced by any payments the spouse receives under the Connecticut Worker's Compensation Act, if any.
- (c) Pension payments to the spouse of the Employee who entered Town employment on and after March 1, 1983, shall begin the first day of the month after the death of the eligible Employee, provided the Employee died after his fifty-fifth (55) birthday.
- (d) Pension Payments shall end on the date of the spouse's death or remarriage. Pension payments shall not be payable if the spouse is divorced from the Employee or divorce proceedings are in process at the time of the Employee's death.
- (e) Employees of the Retirement Plan who are eligible for a Normal Retirement and who remain in Town service and die prior to actual retirement shall have their spouses eligible for this benefit. If the Employee had elected the Joint Pension Option, such election shall become void if the spouse of the Employee is eligible for the Spouse's Benefit under this section.

ARTICLE X – AMENDMENT AND TERMINATION

Section 10.01. Amendment.

- (a) This Retirement Plan is established and maintained for the exclusive benefit of the Employees of the Town and their beneficiaries. Subject to this limitation, the Town reserves the power at any time or times to amend provision of this Retirement Plan if, with respect to payments resulting from Pensions provided before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments, or delay the due date of any payment.
- (b) Any provision of this Retirement Plan may be amended in any respect, without regard to the above limitation, if the amendment is required for qualification or continued qualification of the Retirement Plan under income tax law, or is necessary for this Retirement Plan to meet the requirements of any other applicable law.
- (c) Neither the consent of the Employee nor that of any other payee is required for any amendment to the Retirement Plan made as provided above.

Section 10.02. Termination.

If this Retirement Plan is terminated, the accrued benefit of each Employee in the Retirement Plan shall immediately become 100% vested and nonforfeitable, to the extent that such benefit is funded, in accordance with the requirements imposed by the Internal Revenue Code. In the event of a partial termination, the requirements of this provision shall be applied to the terminated portion of the Plan.

Section 10.03. Distributions Upon Plan Termination.

Upon termination of the Retirement Plan by the Employer, the Retirement Board shall distribute to each Employee (or other person entitled to distribution) the value of the Employee's accrued benefits in accordance with the terms of this Retirement Plan and with applicable law.

ARTICLE XI – ADMINISTRATION OF PLAN

Section 11.01. Annual Report.

The Retirement Board shall, on or before March 31st of each year, file with the Town Council an annual report showing the financial condition of the Retirement system as of the end of the last completed fiscal year, including an actuarial valuation of assets and liabilities, and setting forth such other facts, recommendations and data as may be of value to the Retirement System of the Town of East Hartford.

Section 11.02. Interpretation of Misunderstanding or Ambiguity.

If any misunderstanding or ambiguity arises concerning the meaning of any of the provisions of the Retirement System, the Retirement Board shall have sole right to construe such provisions, and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing the Retirement System as it considers desirable.

Section 11.03. Finding of Facts.

The Retirement Board's findings of facts on matters relating to an Employee's employment record are binding for purposes of the Retirement System. Participation in the System shall confer no right upon any Employee to continued Town employment.

Section 11.04. Furnishing Information and Proof.

All persons shall promptly furnish information and proof to the Retirement Board as to any all facts which the Retirement Board reasonably may require concerning any person affected by the terms of the Retirement System (including date of birth and satisfactory proof, by personal endorsement on the pension checks or otherwise, of the survival of any payee to the due date of any pension payment).

Section 11.05. Information Required from Terminated Vested Employees.

An Employee who has terminated service with the Town, and who has met the vesting requirements of Article VIII, shall inform the Retirement Board of any change of address. Such Employees must inform the Retirement Board of his or her desire to retire and must make an appropriate application. All notices to any person from the Retirement Board shall be sent to the last address of such person that the Retirement Board has on record, and the Retirement Board has no further obligation to such person in the event of any such communication, sent by registered or certified mail, is not received by such person.

Section 11.06. False Statement.

If any fact relating to an Employee or any other payee has been misstated, the correct fact may be used to determine the amount of Pension payable to him or her. If overpayments or underpayments have been made due to an incorrect statement, the amount of any future payments may be appropriately adjusted.

Section 11.07 Return of Town Contributions Under Special Circumstances

Any Town contributions made under mistake of fact or law may be returned to the Town within one year following the date the Town became aware of such mistake.

ARTICLE XII—MAXIMUM BENEFIT LIMITATION

Section 12.01. In General.

This Retirement Plan shall follow the requirements of IRC §415 as applicable to government plans within the meaning of IRC §414(d).

Section 12.02. Annual Benefit.

The Annual Benefit of a Participant hereunder (adjusted to an Actuarially Equivalent straight life annuity as defined in Section 12.05(d)) shall not at any time within the Limitation Year exceed the lesser of—

- (a) \$90,000, as that amount shall be adjusted from time to time, or
 - (b) 100 percent of the Participant's average Compensation for his high 3 years
- Effective July 1, 1995, subsection (b) shall not apply.

Section 12.03. Adjustment for Less than 10 Years of Participation.

- (a) In the case of a Participant who has less than 10 years of participation in this Plan, the \$90,000 limitation set forth in Section 12.02 shall be multiplied by a fraction, the numerator of which is years of participation in this Plan and the denominator of which is 10. This shall also apply to the Compensation limitation in Section 12.02 except that the numerator shall be years of service with the Town rather than years of participation in this Plan.
- (b) The limitations of section 12.03(a), above, however, do not apply if the Pension amounts do not exceed \$10,000 for the current or prior Plan Year and the Participant has not been covered at any time by a defined contribution plan to which the Town contributed on his or her behalf.

Section 12.04. Maximum Benefit Limitation Definitions.

For purposes of this Article XII, the following definitions shall apply:

- (a) "Pension" shall mean an annual benefit payable at Normal Retirement Age as a straight life annuity with no ancillary benefits or an annuity payable in a joint and survivor payment form where the Participant's spouse is the Joint Pensioner. A benefit payable in any other form shall be converted to the actuarial equivalent of a straight life annuity, for purposes of applying these limits, based on a five percent (5%) interest assumption. Other required adjustments are provided for below.
- (b) "Compensation" shall mean all earnings reported on W-2 forms completed by the Town in respect to the Plan Year specified. Notwithstanding the foregoing, for Plan Years beginning after December 31, 1997, an Employee's Compensation shall include any elective deferral (as defined under Code §402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which, by reason of Code §§125 or 457, is not includable in the gross income of the Employee.
- (c) "Annual Benefit" shall mean the benefit to which the Participant would be entitled to at his or her Normal Retirement Date assuming he or she continues employment until such

date and that all other relevant facts used to determine benefits under the Plan remain constant as of the current Limitation Year for all future Limitation Years.

- (d) The term “Limitation Year” shall mean a Plan Year.
- (e) The term “Qualified Participant” shall mean that term as defined in Section 12.05, below.

Section 12.05 Adjustment for Early or Late Commencement of Benefits.

- (a) **In General.** If the annual pension benefit of a Participant begins before age 62, as described in IRC §415(b)(8) the \$90,000 limitation set forth in Section 12.02, above shall be reduced so that it is equivalent to such a benefit beginning at age 62. The reduction of this paragraph shall not reduce the limitation of Section 12.05(a), below—
 - (1) \$75,000 if the benefit begins at or after age 55, or
 - (2) if the benefit begins before age 55, the equivalent of the \$75,000 limitation for age 55.
- (b) **Benefits Beginning after Age 55.** If the annual pension benefit of a Participant begins after age 65, the \$90,000 limitation set forth in 12.02 above shall be increased so that it is equivalent to such a benefit beginning at age 65.
- (c) **Actuarial Equivalence.** Actuarial Equivalence under this Section 12.05 shall be determined using a five percent (5%) interest assumption, and the term “\$90,000” shall include any higher amounts prescribed pursuant to the Internal Revenue Code for purposes of these limitations.
- (d) In the case of disability or survivor benefits provided under the Plan, the limitations of Section 12.03(a) and 12.05(a) shall not apply to:
 - (1) income received from the Plan as a pension, annuity, or similar Pension as the result of the recipient becoming disabled by reason of personal injuries or sickness, or
 - (2) amounts received from a governmental plan by the beneficiaries, survivors or the estate of an Employee as the result of the death of the Employee.

Section 12.06 Combined Plan Limits.

- (a) If a Participant also participates in another defined benefit plan of the Town obligated to contribute under this Plan, and such Plan is a qualified plan under IRC §401(a), such plan shall be combined with this Plan in accordance with Treas. Reg. §1.415-8(e) for purposes of determining compliance with the limitations of IRC §415(b).
- (b) If a Participant also participates in a defined contribution plan of the Town obligated to contribute under this Plan, and such Plan is a qualified plan under IRC §401(a), such plan will be combined with this Plan in accordance with Treas. Reg. §1.415-8(e) for purposes of determining compliance with the limitations under IRC §415(e).
- (c) Effective July 1, 2000, Section 12.06(b) shall no longer apply.

Section 12.07 Protection of Prior Benefits.

For any year before 1986, the limitations prescribed by IRC §415 as in effect before enactment of the Tax Reform Act of 1986 and all subsequent legislation shall apply, and no Pension earned under this Retirement Plan prior to 1986 shall be reduced on account of the provisions of Sections 12.03 through 12.08 if it would have satisfied those limitations under that prior law.

Section 12.08 Application of Maximum Limitations.

- (a) The benefit paid under this Retirement Plan shall not exceed the limitations set forth in Section 12.02.
- (b) If a Participant on his or her annuity starting date is not eligible for full monthly benefits under this Retirement Plan because of the operation of Section 12.02, the monthly benefit thereafter shall be recalculated annually until the Participant is receiving a full monthly benefit under the Retirement Plan's terms without the operation of this Section 12.08. Each such recalculation shall be based on this Section 12.08 with any applicable adjustment to reflect cost of living increases as permitted by the Treasury Regulations.

ARTICLE XIII – GENERAL PROVISIONS

Section 13.01. Exclusive Benefit.

This Retirement System is established and maintained for the exclusive benefit of the Employees of the Town and their beneficiaries and is administered for the exclusive purpose of providing retirement and retirement-type benefits for such individuals. Except as otherwise specifically provided herein, no portion of the assets of this Plan may be used for any purpose other than the payment of benefits hereunder and the defraying of reasonable administrative costs. At no point may the Town obtain a reversion of all or any part of the assets of this Plan unless this Plan has been properly terminated under the Internal Revenue Code and all liabilities to Participants and their beneficiaries have been satisfied.

Section 13.02. Gender and Number.

Whenever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender, unless the context clearly indicates otherwise, and whenever used herein, a pronoun in the singular form shall be considered as being in the plural form, unless the context clearly indicates otherwise.

Section 13.03. Forfeitures.

No forfeitures shall be applied to increase the benefits any Employee would otherwise receive under this Plan.

Section 13.04. Applications for Pensions.

An application for a Pension must be made in writing on a form and in the manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least two (2) months in advance of the final month for which benefits are payable.

Section 13.05. Payment of Actuarial Equivalent Amount.

A single sum payment in an actuarial equivalent amount may be made in lieu of monthly payments if the amount of each monthly Pension payment would be less than twenty dollars (\$20).

Section 13.06. Non-Assignment.

No payee may sell, assign, discount, or pledge as collateral for a loan or as a security for the performance of an obligation, or for any other purpose, any payment due to him. If the payee for any payment is a minor or incompetent person, payment may be made to the person, or persons caring for or supporting such payee, in full discharge of all obligations, as determined by the Retirement Board.

The preceding paragraph shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order that is approved by the Retirement Board in accordance with the provisions of the Plan and the policies and procedures of the Retirement Board.

Section 13.07. Proof of Living Payee.

There shall be no obligations to make any payment hereunder unless the payer has received proof that the payee was living on the due date of the payments. If such proof is not received within seven (7) years after the date of the payment, and if no proof of the death of the payee is received during each seven (7) year period, the obligations of the payer as to the payment and as to the Pension payments, if any, from which the payments results will be the same as if the payee had died immediately before the due date of the payment.

Section 13.08. Limit on Reduction of Accrued Benefit by Plan Amendment.

In no event will any Employee receive at retirement anything less than what he would have received under the provisions of this Plan as constituted prior to July 1, 2015 2020, as a result of this Plan Amendment.

Section 13.09 Duration of Agreement

This agreement is effective July 1, 2015 2020 through June 30, 2020.2030

ARTICLE XIV ROLLOVER PROVISIONS

Section 14.1 Direct Rollovers

This section applies to distributions made on or after July 1, 1993. Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Retirement Board in accordance with applicable regulations, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

- (a) A Distributee who is entitled to elect a Direct Rollover with respect to all or any portion of a distribution, but who does not make any election shall be deemed to have rejected the Direct Rollover option.
- (b) A Distributee who elects a Direct Rollover with respect to any Eligible Rollover Distribution that is one in a series of installment payments made at least annually over a period of less than 10 years shall be deemed to have made the same election with respect to all subsequent Eligible Rollover Distributions in the series unless and until the Distributee changes the election. A change of election shall be accomplished by notifying the Retirement Board of the change in the form and manner prescribed by the Retirement Board.
- (c) Within a reasonable period of time before an Eligible Rollover Distribution is to be made, the Retirement Board shall provide to the Distributee an explanation of the right to elect a Direct Rollover and the federal tax withholding consequences of failing to elect a Direct Rollover. A Distributee who elects a Direct Rollover must provide all information that the Retirement Board may require to complete the Direct Rollover.
- (d) For the purposes of this Section, the following definitions shall apply:
 - (1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance of the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (at least annually) made for the life (of the life expectancy) of the Distributee or the joint lives (of joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specific period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - (2) A distribution of less than \$200 that would otherwise be an Eligible Rollover Distribution within the meaning of paragraph (d-1) shall not be an Eligible Rollover Distribution if it is reasonable to expect that all such distributions to the Distributee from the Plan during the same calendar year will total less than \$200.
 - (3) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case

TABLE 1 - JOINT PENSION OPTION FACTORS

To be Multiplied by Benefit Payable under Normal Form

50% Joint and Survivor

Reduction Factors: 90.0% plus 0.4% of each year that beneficiary's age is greater than employee's age or minus 0.4 % of each year that beneficiary's age is less than the employee's age with a maximum factor of 99%.

Example: If the Employee is age 65 and spouse is age 62; Factor = 88.8%


100% Joint and Survivor

Reduction Factors: 81.0% plus 0.6% for each year that beneficiary's age is greater than employee's age or minus 0.6% of each year that beneficiary's age is less than the employee's age with a maximum factor of 99%.

Example: If Employee is age 62 and spouse is age 65; Factor = 82.8%



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 30, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: BID WAIVER: Fire Department Apparatus Repair

Please see attached detailed information provided by Fire Chief Oates requesting that a bid waiver be granted under the terms of the Town of East Hartford's Code of Ordinances Section 10-7(c) to conduct a fire apparatus repair in the amount of \$22,426.

The department's 2008 Ladder 1 has a number of repair issues that are beyond the capacity of the internal Apparatus Maintenance Division.

Please place this information on the agenda for the October 6, 2020 meeting. I recommend that the Town Council approve the bid waiver as submitted.

Thank you.

C: J. Oates, Fire Chief

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
31 School Street – Fire Headquarters

Telephone
(860) 291-7400
FAX **(860) 282-9706**

FIRE DEPARTMENT
JOHN H. OATES
FIRE CHIEF

East Hartford, Connecticut 06108

September 29, 2020

TO: Mayor Marcia A. Leclerc

FROM: John H. Oates, Fire Chief

RE: Request for a bid waiver

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver to conduct a fire apparatus repair that exceeds \$10,000.

The department's 2008 Seagrave Aerialscope (Ladder1) has a number of repair issues that are beyond the scope and capacity of our internal Apparatus Maintenance Division. The apparatus was sent to a firm in southern Connecticut to affect the repair. While there, additional issues were investigated at the request of the Apparatus Maintenance Division and other problems became evident. The most critical issue is inside the ladder/boom section itself (see attached photo). Something has gone awry, causing metal on metal contact resulting in fine metal shavings being produced each time the ladder is operated.

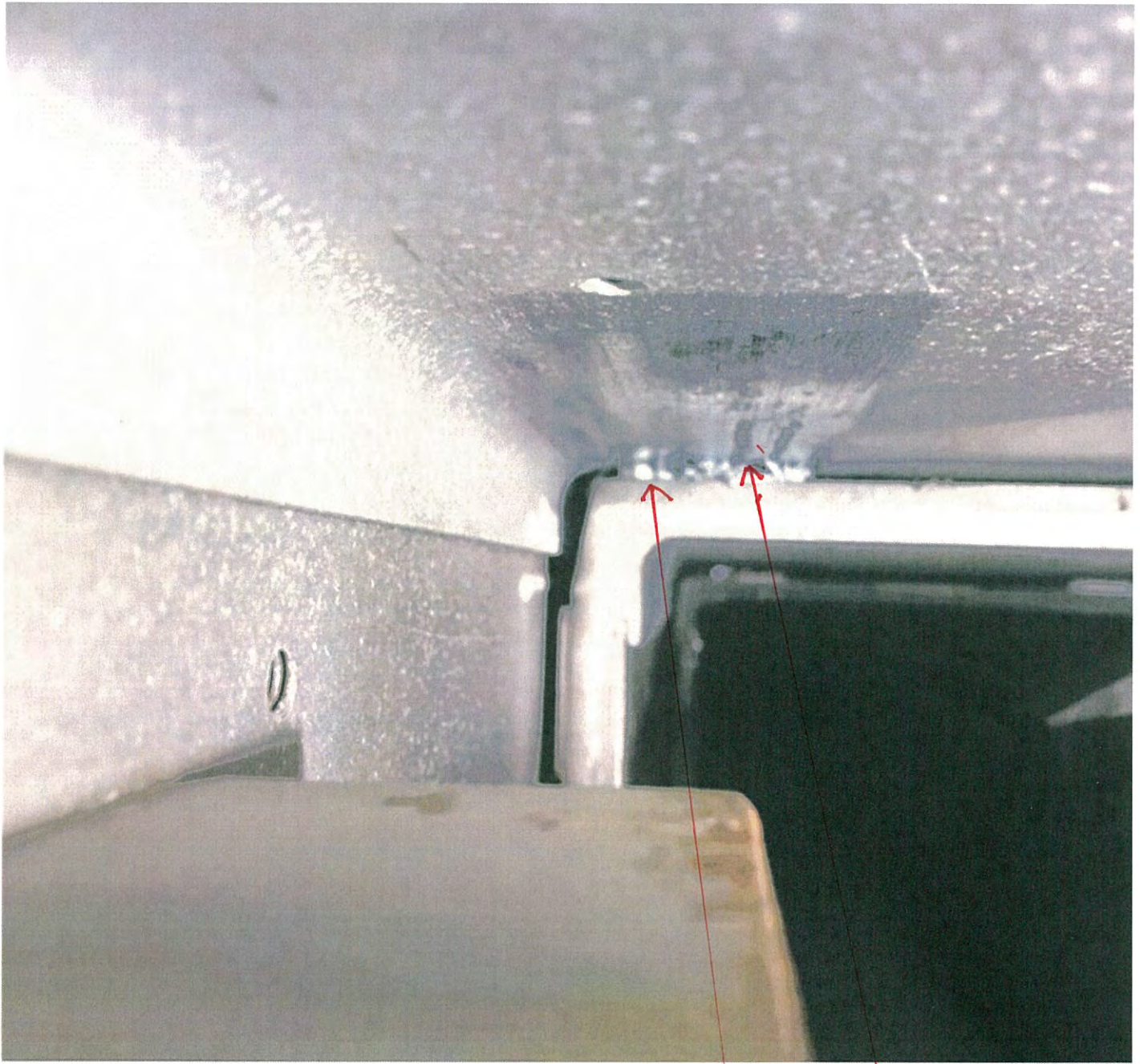
We consulted with the apparatus manufacturer and they prefer that the truck be repaired at their service center in New Jersey. The scope of work and estimate is contained in the attachment. We have inquired to see if any of this work could be covered under the warranty for that portion of the vehicle. We await a reply from Seagrave.

The estimated cost is \$22,426, well in excess of the \$10,000 threshold. We are cautiously optimistic that the final price for the repair will be close to that amount.

Using Seagrave New Jersey to conduct this work enables the following:

- Ensures the repair will be accomplished using parts from the original manufacturer.
- Ensures the apparatus will pass its certification testing in early 2021.
- Ensures the apparatus repair will be conducted by factory certified personnel familiar with the apparatus.

I appreciate your consideration of this request. Please let me know if you have any questions.



GROOVE CUT/WORN
INTO METAL

METAL SHANINGS



FWD SEAGRAVE



SEAGRAVE NEW JERSEY
 11 EDGEBORO RD.
 EAST BRUNSWICK, NJ 08816
 (732) 967-9520

Estimate No. _____ Date: 9/24/2020

Unit No. L1

Vin No. 56124

Year / Make Seagrave Aerialscope

PREPARED FOR: East Hartford, L1

Item	Repair Type	Description	Labor (Hrs.)	Parts Cost
1	Repair	Remove cylinder, bucket, boom sections, replace all wear pads reassemble.	120.00	\$4,275.68
Parts Total				\$4,275.68
Shop Labor Rate \$150/Hr			120.00	\$18,000.00
Sub Total				\$22,275.68
Shop Supplies				\$150.00
Repair Total				\$22,425.68
<p>This estimate is based on available information. Parts and labor in addition to this estimate may be required once the work has started and a full inspection is completed. Any further repairs will be quoted for your approval.</p> <p>This estimate is valid for thirty days from the date it was written. Written authorization or purchase order must be provided before work can be scheduled or parts ordered.</p> <p>We appreciate the opportunity to provide you with this estimate. If we can be of further assistance or if you have any questions please do not hesitate to contact us.</p>				



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 25, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: RESOLUTION: Dial-a-Ride Operating System Grant

The Town has been awarded a \$13,840 grant from the Greater Hartford Transit District (GHTD) to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2020 to June 30, 2020. This is a non-competitive award that the Town receives due to its inclusion as a GHTD member town.

The Town has been receiving this grant from the GHTD on an annual basis since 2006. The Town is required to provide a local match of 50% of eligible program expenses or \$13,840, whichever is the lesser. The amount would come out of already budgeted funds from Senior Services Contract Dial-a-Ride account.

Please place this information on the agenda for the October 6th, 2020 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: Eileen Buckheit, Development Director
T. Fravel, Parks and Recreation Director
P. O'Sullivan, Grants Manager

RESOLUTION

I, Angela M. Attenello, Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the Town Council of said corporation, duly held on the 6th day of October, 2020.

WHEREAS: The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2020-2021 and;

WHEREAS: these funds can be used to pay a portion of the cost of operating the Dial-A-Ride system providing transportation to elderly and disabled citizens,

NOW THEREFORE LET IT BE RESOLVED; that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,840.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

AND I DO CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this ____ day of October, 2020.

Signed: _____

Angela M. Attenello
Town Council Clerk

seal

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2020-21 Dial-A-Ride Operating Assistance Grant Contract

Funder: Greater Hartford Transit District (GHTD)

Grant Amount: \$13,840

Frequency: One time Annual Biennial Other _____

First year received:	<u>2006*</u>		
Last 3 years received:	<u>2020</u>	<u>2019</u>	<u>2018</u>
Funding level by year:	<u>\$13,870</u>	<u>\$13,870</u>	<u>\$13,139</u>

Is a local match required? Yes No

If yes, how much? 50% of eligible program expenses or \$13,840, whichever is the lesser

From which account? Already budgeted funds from Senior Services Contract Services Dial-a-Ride account

Grant purpose: Defray costs for Town Dial-a-Ride transportation services for seniors and disabled

Results achieved: Reduction in Town funds necessary to operate Dial-a-Ride transportation system.

Duration of grant: One year

Status of application: GHTD does not require an application for this entitlement (non-competitive) grant. Resolution will authorize Mayor to sign grant contract.

Meeting attendee: Parks and Rec Director Ted Fravel, ext. 7166

Comments: *Grant Administration Office records indicate this grant has been received as far back as 2006. Town may have participated in previous years.

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Paul O'Sullivan, Grants Manager *P.O.S.*
SUBJECT: Council Resolution – Dial-a-Ride Operating System Grant
DATE: September 25, 2020

Attached is a draft resolution authorizing your signature on an Operating Assistance Grant Contract with the Greater Hartford Transit District (GHTD) for funding to operate the Dial-a-Ride program for the elderly and disabled citizens of East Hartford.

The Town of East Hartford has been awarded a \$13,840.00 grant from the GHTD to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2020 to June 30, 2021. This is a reduction of \$30.00 from the previous year's contract.

This is a non-competitive award that the Town receives because it is a member of the GHTD. My records indicate the Town has received this grant annually as far back as 2006.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 6, 2020. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director
Ted Fravel, Parks and Recreation Director

OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2020 by and between the Greater Hartford Transit District (the "District") and the Town of East Hartford ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2021-ADA-01 Agreement No. 6.06-01(19) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of East Hartford for the time period of July 1, 2020 through June 30, 2021.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2020, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operating Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$27,680.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$13,840.00, whichever is the lesser.

Payments shall be made to the Grantee quarterly provided the Grantee has provided up-to-date quarterly reports and is in compliance with other terms and conditions of this Contract. The District shall have no obligation to make any payments under this Contract unless the District has received and has available sufficient State funds pursuant to the District's Application and the Agreement with the CTDOT for the Project.

The Grantee shall permit the authorized representatives of the District and/or the CTDOT to inspect and audit all data and records of the Grantee relating to its performance under this Contract.

For purposes of this Grant Contract, "Eligible Project Operating Expenses" must comply with reporting requirements set forth in 49 U.S.C. §5335 and with any guidelines or regulations issued by the District or CTDOT.

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$13,840. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2020 through June 30, 2021. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or

CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 7. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a-60 of the Connecticut General Statutes, (1) the Grantee agrees and warrants that in the performance of the contract such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 8. Executive Orders -This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Section 9. Termination - The District, effective 30 (thirty) days after date of written notice, may suspend, postpone, abandon, or terminate this Contract for any or no reason and such action shall in no event be deemed a breach of contract. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Grantee's failure to render the services under the Project to the satisfaction of the District or the CTDOT, (b) the termination for any reason of the operating assistance contract between the District and the CTDOT for the funding of this Project; or (c) the Grantee's failure to otherwise comply with the terms of this Contract.

Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

The Grantee agrees and assures that it will give the rate required herein to any person presenting a Medicare card duly issued to that person pursuant to Title II or Title XVIII of the Social Security Act.

The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

Section 12. Operating Policies - The operation of all vehicles providing transportation services to the elderly and persons with disabilities under this Contract shall be in accordance with operation policies set forth or to be set forth by the State of Connecticut and the Capitol Region Council of Governments, the region's Metropolitan Planning Organization, incorporated herein by reference.

Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 13 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this ____ day of _____, 202_.

[SEAL]

Signed and Sealed in the presence of:

Witness

Vicki L. Shotland, Executive Director

Witness

TOWN OF EAST HARTFORD

The Grantee has executed this Grant Contract this ____ day of _____, 202_.

[SEAL]

Signed and Sealed in the presence of:


Witness

Marcia A. Leclerc, Mayor

Witness



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 29, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Federal EPA Brownfields Assessment Grant

Attached is a draft resolution requesting authorization to apply for a grant from the U.S. Environmental Protection agency's (EPA) Brownfields Assessment Program. The Town intends to apply for the maximum amount of \$300,000 allowable under the program and no local match is required.

A brownfield is a property, the expansion, redevelopment or reuse of which might be complicated due to the presence of hazardous substances, pollutants or other contaminant. The grant will give the Town, with the permission of the property owner, the ability to identify the nature of contamination (if any), and potentially estimate the cost of cleaning up the site, making former industrial properties attractive to developers.

Please place this item on the agenda for the October 6th, 2020 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

Cc: E. Buckheit, Development Director
P. O'Sullivan, Grants Manager

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 6th day of October, 2020.

RESOLUTION

WHEREAS, the U.S. Environmental Protection Agency (EPA) has made funds available for the assessment of environmentally-compromised properties, known as Brownfields; and

WHEREAS, these assessments are a necessary step in the remediation and redevelopment of these properties; and

WHEREAS, cleaning up and reinvesting in these properties protects the environment, reduces blight and takes development pressure off greenspaces and working lands;

NOW THEREFORE LET IT BE RESOLVED; that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the EPA as they pertain to this Brownfields Assessment grant.

AND I DO CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ___ day of September, 2020.

Seal

Signed: _____
Angela M. Attenello, Council Clerk

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: Federal EPA Brownfields Assessment Grant

Funder: U.S. Environmental Protection Agency (EPA)

Grant Amount: \$300,000

Frequency: One time Annual Biennial Other _____

First year received:	<u>2015</u>		
Last 3 years received:	<u>2015</u>	_____	_____
Funding level by year:	<u>\$200,000</u>	\$_____	\$_____

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: To identify the nature and level of contamination of selected sites.

Results achieved: Brownfields funds help to estimate of the cost of cleaning up a site, making former industrial properties more attractive to developers.

Duration of grant: 3 years

Status of application: Under development

Meeting attendee: Development Director Eileen Buckheit, x7303

Comments: None

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Paul O'Sullivan, Grants Manager *PO'S*
SUBJECT: Council Resolution – Application for federal EPA Brownfields Funds
DATE: September 25, 2020

Attached is a draft Town Council resolution requesting authorization to apply for a grant from the U.S. Environmental Protection Agency's (EPA) Brownfields Assessment Program.

A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties increases local tax bases, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped, open land, and both improves and protects the environment.

A Brownfields Assessment grant would give the Town (with the permission of the property owner) the ability to identify the nature of contamination (if any) and, in some cases, to estimate of the cost of cleaning up the site. This assessment can make former industrial properties more attractive to developers.

The Town intends to apply for the maximum amount (\$300,000) allowable under the grant program. There is no matching requirement.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 6, 2020. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director

Brownfields Program Environmental and Economic Benefits



EPA's Brownfields program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. Revitalizing brownfield sites creates benefits throughout the community.

Through fiscal year 2019, on average, \$17.45 was leveraged for each EPA Brownfields dollar and 9 jobs leveraged per \$100,000 of EPA brownfields funds expended on assessment, cleanup, and revolving loan fund cooperative agreements.

Brownfield sites tend to have greater location efficiency than alternative development scenarios. Results of five pilot studies show a 32 to 57 percent reduction in vehicle miles traveled when development occurred at a brownfield site rather than a greenfield. Fewer vehicle miles traveled means a reduction in pollution emissions including greenhouse gases. These same site comparisons show an estimated 47 to 62 percent reduction of stormwater runoff for brownfield site development.

A 2017 study concluded that cleaning up brownfield properties led to residential property value increases of 5 - 15.2% within 1.29 miles of the sites.¹ Analyzing data near 48 of those brownfields, another study found an estimated \$29 to \$97 million in additional tax revenue for local governments in a single year after cleanup—2 to 7 times more than the \$12.4 million EPA contributed to the cleanup of

those brownfields.² Initial anecdotal surveys indicate a reduction in crime in recently revitalized brownfields areas.

Opportunity to expand the assessment program and leverage funds and jobs has increased. Policy clarification allows the use of site assessment dollars for environmental assessments in conjunction with efforts to promote area-wide planning around brownfield sites. The use of funds for these purposes is particularly important in economically distressed areas. In certain instances, where assessments reveal immediate threats to the environment or human health, EPA could implement a more programmatic use of removal funds.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 22, 2020
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: REFERRAL: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$26,953.98 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council Agenda for the October 6th, 2020 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector
L. Trzetzziak, Finance Director

INTEROFFICE MEMORANDUM

TO: MARCIA A LECLERC, MAYOR ✓
LINDA TRZETZIAK, DIRECTOR OF FINANCE

FROM: REBECCA SABO, ACCOUNTS CLERK III *RS*

SUBJECT: REFUND OF TAXES

DATE: 9/22/2020

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$26,953.98. Please see attached listing. Please place this item on the Town Council agenda for October 6, 2020.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2018-03-0065294	HALL SONCHERAY 5	222 GREEN MANOR DR	EAST HARTFORD, CT 06118-3522	2013/1N4AL3APXDC201956		-23.8
2018-03-0067553	MARLOW ANN	91 CUMMINGS ST	EAST HARTFORD, CT 06108-2944	1997/1FTEF17LVNC36519		-15.39
2018-03-0067554	MARLOW ANN	91 CUMMINGS ST	EAST HARTFORD, CT 06108-2944	2002/1B4GP44332B619105		-38.02
2018-03-0082117	SANTIAGO ANGEL L	130 STONEFIELD DR APT 1	EAST HARTFORD, CT 06118-1537	2015/1C4PJLDSXFW560378	52.08	-578.7
2018-04-0088557	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801	2019/5TDEZ3DCXKS213863	0	-1,017.36
2018-04-0088559	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801	2019/2T2BZMCA7KC187140	0	-942.17
2018-04-0088562	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBURN, MA 01801	2018/1TMBFREXUJ250910	0	-647.87
2019-01-0010596	NIMEROWSKI TERESA R	70 LAWRENCE ST	EAST HARTFORD, CT 06118	70 LAWRENCE ST	0	-42.38
2019-01-14678	GONDEK PAUL	931 MAIN ST STE 1	SOUTH GLASTONBURY, CT 06073	36 MAIN ST		-19,863.42
2019-03-0051382	ANDERSON JIM E	30 COLBY DR	EAST HARTFORD, CT 06108-1414	2004/1J8GW58N14C162730	0	-36.45
2019-03-0051544	ANTONIO EDWARD	246 HOLLISTER DR	EAST HARTFORD, CT 06118	2014/KNDDIP3A56E7085324	0	-49.99
2019-03-0051932	ARPIN RONALD J JR	9999 WEST MISSOURI AVE #215	GLENDALE, AZ 85305-4333	2016/1C4AJWAG5GL144782	0	-119.78
2019-03-0052507	8AILES JAMES E JR	41 HOCKANUM DR	EAST HARTFORD, CT 06118-3202	2011/1F1GE6B67BH518086	0	-88.96
2019-03-0053133	BEGARI GANGARAM	130 NUTMEG LN APT 326	EAST HARTFORD, CT 06118-1224	2010/4T18F3EK2AU526932	0	-37.35
2019-03-0053136	BEGIN MONIQUE L	78 CHEYENNE RD	EAST HARTFORD, CT 06118-2510	2008/3VWRZ71K58M126608	0	-76.59
2019-03-0054389	BRESSON RANDY A	19 ARAWAK DR	EAST HARTFORD, CT 06118-2532	1984/1GZAW87H2EL273593	0	-18.72
2019-03-0055625	CARDONO CHRISTOPHER J	430 STRONG RD	SOUTH WINDSOR, CT 06074	2016/KMHCT4AE2GU050001	0	-121
2019-03-0056244	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2017/1C4PJMFC82HW524405	0	-95.54
2019-03-0060617	DUBOIS KENNETH W	19 MARY ST	EAST HARTFORD, CT 06108-1528	2005/1FTZR45EX5PA17346	0	-21.24
2019-03-0061647	ENGLISH MARGIE M	55 BURNSIDE AVE	EAST HARTFORD, CT 06108	1995/1G3AJ85MXS6330367	0	-36.4
2019-03-0062914	FOISEY JEAN	57 CHEYENNE RD	EAST HARTFORD, CT 06118-2516	2002/1J4FA29PX2P731381	0	-31.41

2019-03-0066695	HOFFMAN CAROLE G	129 SANDRA DR	EAST HARTFORD, CT 06118-1949	2000/2G4W5521Y1149553	0	-33.52
2019-03-0066862	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2018/7FARW2H87JE087611	0	-143.6
2019-03-0066907	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2018/1HGCY1F44JA196116	0	-242.32
2019-03-0066922	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2017/3CZRUG6H78HM716843	0	-315.9
2019-03-0066930	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2017/1HGCR2F5SHA244039	0	-144.66
2019-03-0068293	JOHNSON BESSIE M	11 COLUMBUS CIR APT A1	EAST HARTFORD, CT 06108-1756	2003/4M2ZU86K43ZJ37438	0	-22.05
2019-03-0069849	OPOKU ASEIDU	11 INDIAN HILL ST	EAST HARTFORD, CT 06108	2007/JHLRE48747C060330	0	-20.74
2019-03-0069927	LACHANCE VINCENT M JR	1850 MAIN ST	EAST HARTFORD, CT 06108-1023	2005/JNKCV54E35M404894	0	-151.2
2019-03-0071429	LOPEZ JAVIER	119 RISLEY ST	EAST HARTFORD, CT 06118-1533	2007/1N4BA41E47C857136	0	-23.44
2019-03-0073734	MENDES TIVON M	38 SOUTHWOOD LN	EAST HARTFORD, CT 06108-1948	2012/1HGCS2B80CA004748	0	-25.46
2019-03-0074167	MILLER LINDA L	26 MORRIS CT	EAST HARTFORD, CT 06108-3709	2005/YV1RH592952485469	0	-17.64
2019-03-0074198	MILLER STEPHANIE M	75 UNION ST	MANCHESTER, CT 06042-1901	2004/1N4BA41EX4C905508	0	-16.69
2019-03-0074312	MIRANDA JANISE M	34 OXFORD DR	EAST HARTFORD, CT 06118-2641	2006/4T18K36856U093639	0	-60.52
2019-03-0075610	NGUYEN DENNIS	441 MAIN ST	EAST HARTFORD, CT 06118-1446	2001/JT3HN86R710329938	0	-178.2
2019-03-0075683	NGUYEN PHI T	71 BURNHAM ST	EAST HARTFORD, CT 06108-1009	2008/1HGCP26868A017586	0	-34.33
2019-03-0077666	PATEL PALI	715 BEAUMONT HWY	LEBANON, CT 06249	2009/4T4BE46K99R102625	0	-16.38
2019-03-0078183	PERKINS INGRID	PO BOX 280005	EAST HARTFORD, CT 06128-0005	1999/4T18G22KXXU543448	0	-5.62
2019-03-0079645	RANA CAB COMPANY LLC	193 WALNUT ST	EAST HARTFORD, CT 06108-2919	2011/5TDDK3EH2BS068764	0	-82.44
2019-03-0079814	REESE LACARA L	1 TOWER RD	EAST HARTFORD, CT 06108-3038	2011/WAUFFAFL68A067647	0	-45.54
2019-03-0080822	ROBERTS KIMBERLY L	24 GARVAN ST	EAST HARTFORD, CT 06108-3031	2013/5NPDH4AE9DH298035	0	-19.5
2019-03-0081679	ROMERO-HERNANDEZ WILLIAM E	93 BURNSIDE AVE	EAST HARTFORD, CT 06108-3456	2007/2HGFA55537H706735	0	-67.52
2019-03-0082731	SANTIAGO ANGEL L	130 STONEFIELD DR APT 1	WATERBURY, CT 06705-3328	2015/1C4PJLDSXFW560378	0	-254.48

2019-03-0086105	TOMCZYK CURT A	10542 SOUTHERN OAKS DR	LAKEVILLE, MN 55044-7007	2015/1HGCR2F86FA018468	0	-83.8
2019-03-0086500	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBUEN, MA 01801	2017/2T3RFREV9HW615815	0	-217.12
2019-03-0086512	TOYOTA LEASE TRUST	20 COMMERCE WAY STE 800	WOBUEN, MA 01801	2017/2T3RFREV1HW651580	0	-108.9
2019-03-0088347	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2016/1VWAT7A30GC044423	0	-337.14
2019-03-0088356	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2016/WAUB8GFF9G1023039	0	-189.86
2019-03-0089294	WILLIAMS SERENA D	37 GARDEN ST	EAST HARTFORD, CT 06108-1725	2003/5I6YH28533L046734	0	-75.23
2019-03-0089473	WINDSTREAM COMMUNICATIONS LLC	PO BOX 2629	ADDISON, TX 75001	2008/1GBDV13W78D208670	0	-65.56
SUBTOTAL					-52.08	-26901.9
TOTAL						-26953.98